

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Reissue Application of:

RICHARD P. METTKE

Serial No.: 09/134,831

Filed: August 17, 1998

Title: ON-LINE COMMUNICATION
TERMINAL/APPARATUS

ATTENTION:

Gerald Goldberg

Art Unit: 2700

**EXHIBITS TO
PROTEST UNDER 37 C.F.R. § 1.291(a)
VOLUME 2**

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U.S. POSTAL SERVICE SOLICITATION: STANDARD**1. SOLICITATION NUMBER:** 102590-94-A-0011**2. SOLICITATION INFORMATION:**

- a. Issue Date : November 14, 1994 f. Return to Address: U.S. Postal Service
b. Return Date: January 17, 1995 Procurement, Room 4541
c. Return Time: 3 PM Eastern Standard Time 475 L'Enfant Plaza, S.W.
d. Contact : Andrew B. Jernell Washington, D.C. 20260-6230
e. Telephone : (202) 268-4172

3. OFFEROR NAME AND ADDRESS:**4. ISSUED BY: ACO CODE: 004**

U.S. Postal Service
Procurement, Room 4541
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260-6230

5. Sealed offers (see Section J, Instruction to Offeror for the number of copies required) for furnishing the supplies or services described in this solicitation will be received at the place specified (and, if hand-carried, in Room USPS HEADQUARTERS PURCHASING DEPARTMENT ROOM 4145) until the date and time (local time of the place specified) shown in Block 2. All offers are subject to the provisions, representations, certifications, specifications and contract clauses which follow or which are incorporated by reference, whether or not all of such attached pages are returned with the offer.

6. NOTES TO OFFERORS:

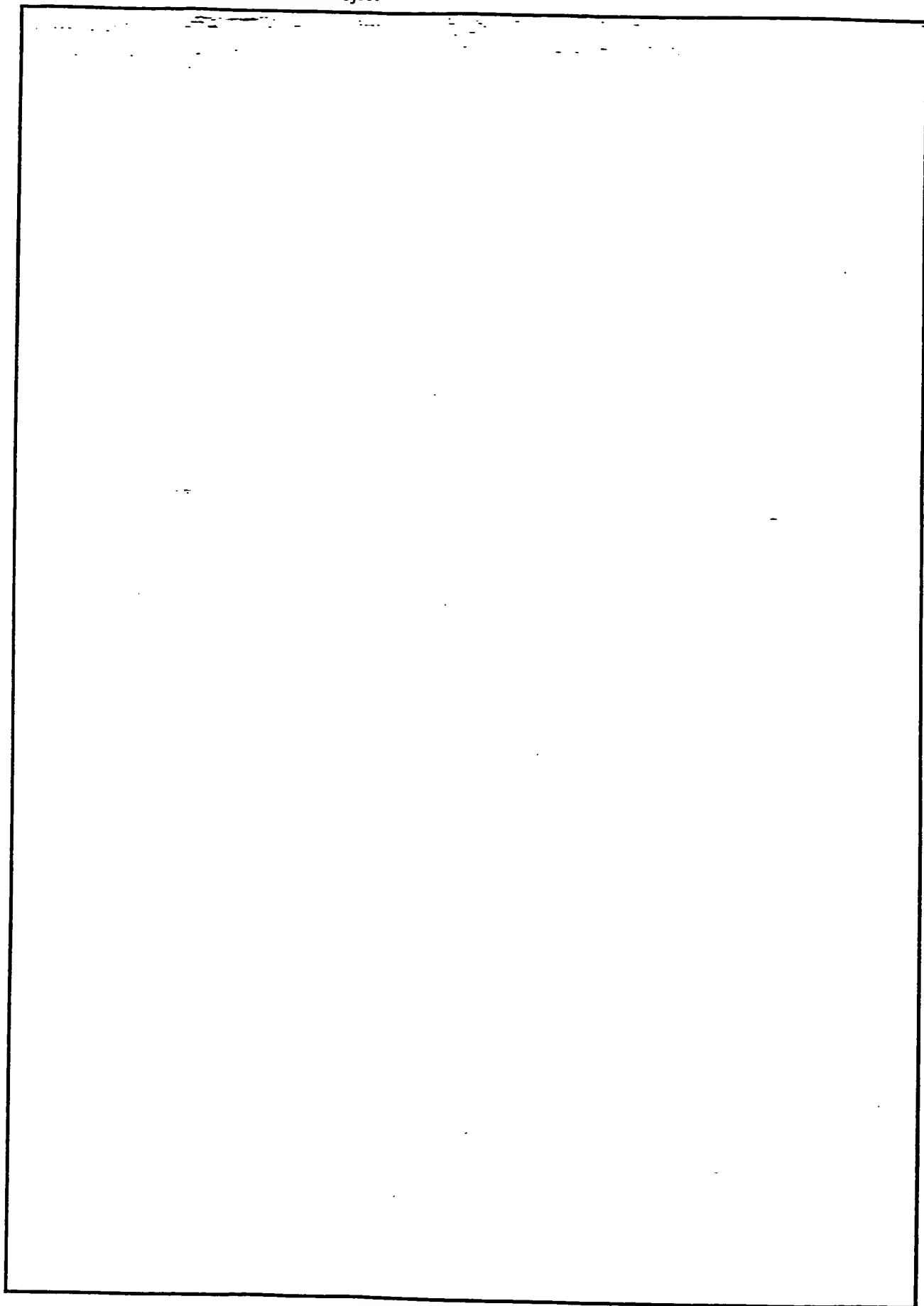
This procurement is for The Government Connection Intergovernmental Kiosk Program.

It is requested that offerors use U.S. Mail services or hard delivery when submitting proposals.

7. ACCEPTANCE: In compliance with this solicitation the undersigned offers and agrees, if this offer is accepted within ____ calendar days (180 calendar days unless a different period is inserted by the offeror) from the solicitation return date, to furnish any or all items upon which prices are offered at the same price set opposite each item, delivered at the designated point(s), within the time(s) specified in the solicitation.

Note: Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EXHIBIT**A8**



U.S. POSTAL SERVICE: OFFER AND AWARD STANDARD

1. CONTRACT NUMBER: 2. SOLICITATION NUMBER: 102590-94-A-0011
 3. REQUEST NUMBER : 4. SOC/EC: 5. COMMODITY:

6. a. ISSUED BY: ACO CODE: 004
 U.S. Postal Service
 Procurement, Room 4541
 475 L'Enfant Plaza, S.W.
 Washington, D.C. 20260-6230

b. FOR INFORMATION CALL:

Name: Andrew B. Jernell
 Title: Purchasing Specialist
 Tel: (202) 268-4172

(No Collect Calls)

7.

a. Offeror/Contractor:	
b. Contact Name:	
c. Telephone No:	
d. Fax No.	
e. Parent Tax Identification No:	
f. Remittance Name and/or Address (if deferent from above)	

8. DELIVERY/PERFORMANCE REQUIREMENTS:

All deliveries are FOB Destination

9. ITEMS & PRICES/GENERAL DESCRIPTION OF REQUIREMENT:

See Section A

10. DISCOUNT FOR PROMPT PAYMENT:**11. a. ACCEPTED AS TO ITEMS NUMBERED:**

(Completed by USPS)

b. GRAND TOTAL:

c. NET TOTAL:

12. BILLING INSTRUCTIONS (Submit Invoices to):**13. SIGNATURES: OFFEROR/CONTRACTOR****U.S. POSTAL SERVICE**

Signature _____ Date _____

Signature _____ Award Date _____

Name of Person Authorized
to Sign Offer _____ Title _____

Name of Contracting Officer _____

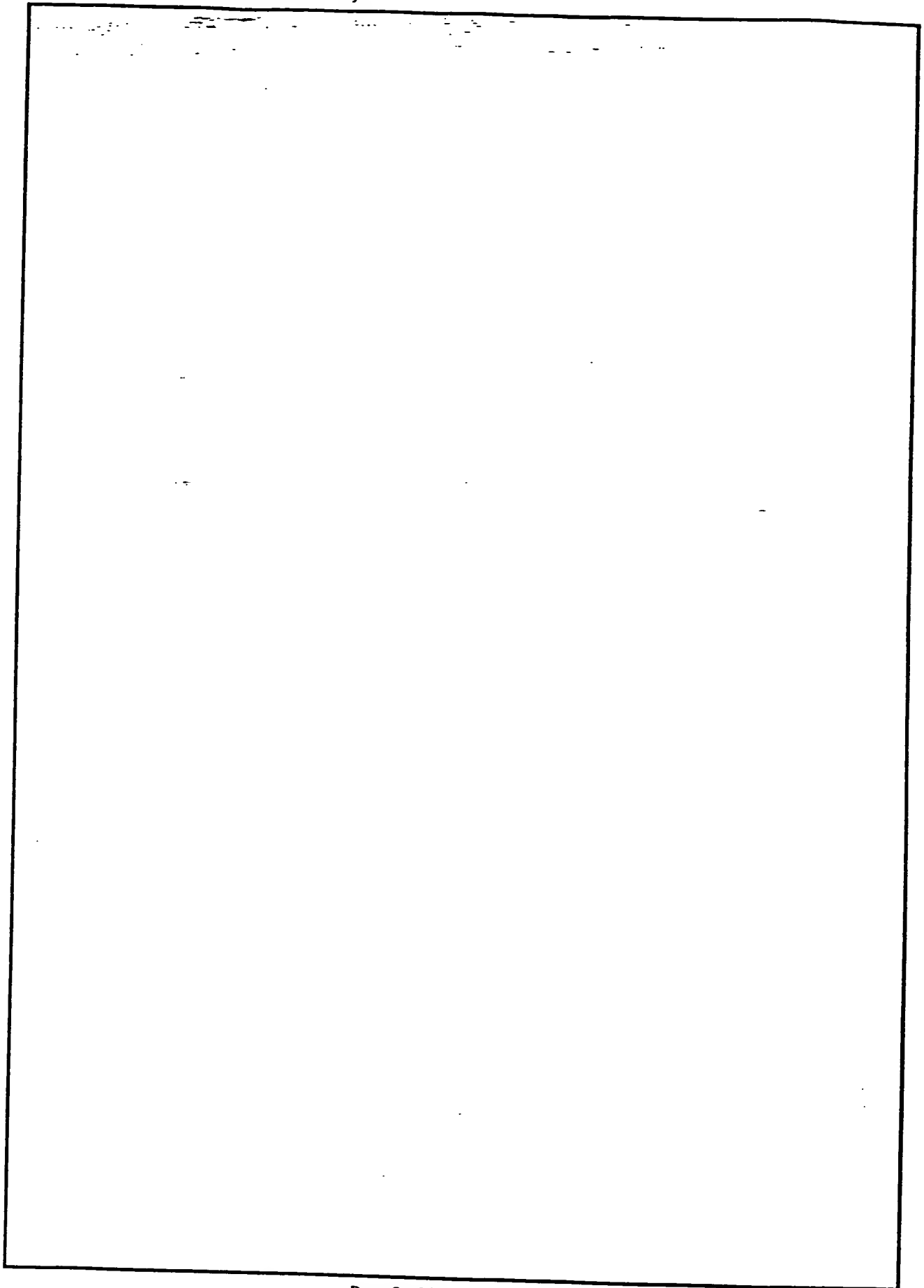
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PART 1 - SCHEDULE**SECTION A - ITEMS AND PRICES****A.1 ITEMS AND PRICES (Clause OB-89) (June 1988)**

This effort will be divided into two phases. Phase I will be for the Kiosk Technical Data Package, Prototype Kiosk Systems, and the services needed to operate them. Phase II will be for the Production Kiosk Models and the services needed to support those systems when they are deployed.

The contractor shall provide the following:

Phase I

Item No.	Description	No. Units	Price Per Unit	Total Price
0001	Benchmarking Report	1		
0002	Demonstration Kiosk System	2		
0003	Additional Enclosure Designs	4		
0004	Application Maintenance Workstation Software and Hardware	1		
0005	Transaction & Service Manager Hardware and Software	1		
0006	Systems Operations	112		
0007	Maintenance for 112 Units Year 1	12 months		
0007a	Maintenance Year 2 (Option) for 112 Units.	12 months		
0007b	Maintenance Year 3 (Option) for 112 Units.	12 months		
0007c	Maintenance Year 4 (Option) for 112 Units.	12 months		
0007d	Maintenance Year 5 (Option) for 112 Units.	12 months		
0008	Pilot Test Units	12		
0009	Pilot Test Units Application Software	1		
0010	Market Test Units	100		
0011	Application Software for Market Test Units	1		
0012	Technical Data Package	1		
0013	Customer Detection Device (Option)	112		
0014	Signature Pad (Option)	112		
0015	User Profile Data Retention (Option)	1		
0016	Deployment to Maryland			
0017	Deployment to Ohio (Option)			
0018	Deployment to Colorado (Option)			

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0019	Deployment to North Carolina (Option)			
0020	Deployment to Iowa (Option)			

Phase II

Item No.	Description	No. Units	Price Per Unit	Total Price
0021	Kiosk System (unpriced option)	500		
0022	Kiosk System (unpriced option)	500		
0023	Kiosk System (unpriced option)	1,500		L
0024	Kiosk System (unpriced option)	1,500		E
0025	Kiosk System (unpriced option)	1,500		A
0026	Kiosk System (unpriced option)	1,500		V
0027	Kiosk System (unpriced option)	1,000		E
0028	Kiosk System (unpriced option)	1,000		
0029	Kiosk System (unpriced option)	1,000		
0030	Kiosk System (unpriced option)	1,000		
0031	Kiosk System (unpriced option)	1,000		
0032	Year 1 Hardware and Software Kiosk Maintenance (unpriced option 1)			
0033	Year 2 Hardware and Software Kiosk Maintenance (unpriced option 2)			
0034	Year 3 Hardware and Software Kiosk Maintenance (unpriced option 3)			
0035	Year 4 Hardware and Software Kiosk Maintenance (unpriced option 4)			B
0036	Year 5 Hardware and Software Kiosk Maintenance (unpriced option 5)			L
0037	Year 1 New Application Development (This line will be treated as a labor hour task order) (unpriced option 1)		See Section J Instruction to Offeror for Pricing of this item.	A
0038	Year 2 New Application Development (This line will be treated as a labor hour task order) (unpriced option 2)		See Section J Instruction to Offeror for Pricing of this item.	N
0039	Year 3 New Application Development (This line will be treated as a labor hour task order) (unpriced option 3)		See Section J Instruction to Offeror for Pricing of this item.	K

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0040	Year 4 New Application Development (This line will be treated as a labor hour task order) (unpriced option 4)		See Section J Instruction to Offeror for Pricing of this item.	
0041	Year 5 New Application Development (This line will be treated as a labor hour task order) (unpriced option 5)		See Section J Instruction to Offeror for Pricing of this item.	
0042	Year 1 Integration of New Applications (This line will be treated as a labor hour task order) (unpriced option 1)		See Section J Instruction to Offeror for Pricing of this item.	L
0043	Year 2 Integration of New Applications (This line will be treated as a labor hour task order) (unpriced option 2)		See Section J Instruction to Offeror for Pricing of this item.	E
0044	Year 3 Integration of New Applications (This line will be treated as a labor hour task order) (unpriced option 3)		See Section J Instruction to Offeror for Pricing of this item.	- A
0045	Year 4 Integration of New Application (This line will be treated as a labor hour task order) (unpriced option 4)		See Section J Instruction to Offeror for Pricing of this item.	V
0046	Year 5 Integration of New Applications (This line will be treated as a labor hour delivery order) (unpriced option 5)		See Section J Instruction to Offeror for Pricing of this item.	E
0047	Year 1 Network for Kiosk System (Shall be priced on a per unit basis) (unpriced option 1)		Do not Price. This will be priced at the time the option is exercised	
0048	Year 2 Network for Kiosk System (Shall be priced on a per unit basis) (unpriced option 2)		Do not Price. This will be priced at the time the option is exercised	B
0049	Year 3 Network for Kiosk System (Shall be priced on a per unit basis) (unpriced option 3)		Do not Price. This will be priced at the time the option is exercised	L

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0050	Year 4 Network for Kiosk System (Shall be priced on a per unit basis) (unpriced option 4)		Do not Price. This will be priced at the time the option is exercised	A
0051	Year 5 Network for Kiosk System (Shall be priced on a per unit basis) (unpriced option 5)		Do not Price. This will be priced at the time the option is exercised	N
				K

Notes:

- Phase I shall not exceed 18 months and Phase II, if all options are exercised, shall not exceed 60 months. The total period of performance for this contract shall not exceed 6 1/2 years.
- A schedule will be determined when modification is issued to exercise line items 0021 through 0051.
- See Clause Determination Of Fair And Reasonable Pricing For Phase II Line Items (Section G of the RFP) for information concerning the pricing of Line Items 0021-0051.
- Contracting Officer shall have the right to exercise options for line items 0021-0051 by giving written notice of intent 60 days prior to contract expiration.
- Contracting Officer shall have the right to exercise options for line items 0021-0031 any time during the life of the contract.
- All deliveries made under this contractor shall be F.O.B. Destination.
- Contract Line Item 0013: Offeror shall price and address in its technical proposal (see Section J) the Customer Detection system for its Kiosk System. The USPS reserves the right to exercise this option at the time of contract award and/or anytime during Phase I.
- Contract Line Item 0014: Offeror shall price and address in its technical proposal (see Section J) the Signature Pad system for its Kiosk System. The USPS reserves the right to exercise this option at the time of contract award and/or anytime during Phase I.
- Contract Line Item 0015: Offeror shall price and address in its technical proposal (see Section J) the User Profile Data Retention for the Kiosk System. The USPS reserves the right to exercise this option at the time of contract award and/or anytime during Phase I.
- Contract Line Items 0017-0020: The contractor shall state the price of deploying their kiosk systems to the states identified in the subject line items. The USPS shall reserve the right to exercise these line items at the time of contract award and/or anytime during Phase I. The total number of units will be divided equally among the states chosen. An example is as follows: If the USPS decides to exercise the line items 0016 and 0017 the number of units deployed to each state would be 56 each.

A.2 ACKNOWLEDGMENT OF AMENDMENTS (Clause OB-199) (August 1988)

The offeror acknowledges receipt of amendments to the solicitation numbered and dated as follows:

<u>Amendment No:</u>	<u>Amendment Date</u>	<u>Acknowledgment</u>

SECTION B - SPECIFICATIONS/STATEMENT OF WORK**B.1 STATEMENT OF WORK/SPECIFICATIONS (Clause OB-7)(October 1992)**

The contractor must furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the statement of work/specifications incorporated by reference in Section I (See Attachment A).

B.2 SCOPE OF CONTRACT (Clause OB-64) (June 1988)

The contractor must furnish the items that are stated in the attached Statement of Work as specified in Attachment A in conformance with the terms and conditions of this contract.

B.3 MAINTENANCE**A. Definition:**

Maintenance in the context of this program also includes "service" actions and providing and storing the required amount of spares. Service actions include such activities as replacing toner and paper in printers, cleaning the enclosures, etc.

The contractor shall provide unlimited maintenance, at the facility where the kiosk station has been installed, for any and all malfunctions or failures to perform on the part of the equipment, whether hardware, software, or presentation materials, supplied to the USPS under this contract. This maintenance option shall commence on the day of acceptance of the equipment and shall remain in force as specified in the Section A, Items and Prices.

B. Remedial Maintenance

The Contractor shall provide remedial maintenance upon notification by USPS (or other participating agency). Upon notification the contractor must be on site within four (4) hours during business hours and by 7 am next morning, local time, should the failure take place after business hours. Contractor's maintenance personnel must complete repairs within four (4) hours after arrival. If repair is not accomplished in this time frame, the contractor shall grant a credit to the U.S. Postal Service in the amount of fifteen percent (15%) of the monthly maintenance charge for that unit. This shall be assessed on a per incident basis. The total maintenance credit the USPS can receive for a particular unit cannot exceed the total monthly maintenance charge for that unit. Necessary spare parts shall be on hand to expedite the repair. A single point of contact must be provided for all USPS (or other participating agency) personnel, and this contact shall at all times be available through a single nationwide toll-free "800" number. In addition, the contractor shall establish an E-Mail system capable of reporting any problems that the Kiosk System may have. The E-Mail system shall be routed to proper location for problem resolution.

C. Transaction and Service Manager Maintenance

The contractor shall provide unlimited, immediate maintenance of the complete Transaction and Service Manager equipment, software, and peripherals installation. This maintenance shall commence

on the day of acceptance of the Transaction and Service Manager and Application Maintenance Workstation equipment.

D. Preventive Maintenance

Contractor shall provide all preventive maintenance that may be required on an as needed basis to all kiosks delivered under this contract, or any extensions (i.e. additional deliveries) of this contract.

E. Maintenance Management

The contractor shall be fully responsible for all duties including: inventory tracking, configuration management, equipment database maintenance, change recording, etc.

The contractor shall at all times maintain an electronic database which shall contain for each piece of contractor supplied equipment the following information as a minimum:

- a) The current and all past locations at which this equipment is installed with dates.
- b) The current and all previous equipment configurations to include make, model, serial number, optional hardware, revision levels, and attached devices with dates.
- c) The current and all previous software configurations and revision levels active on this equipment with dates.
- d) A complete description of every reported trouble incident for this equipment, with resolution and dates.
- e) The current and all previous maintenance options which apply to this equipment, with dates.

This database shall be updated within no more than two working days for any changed information, except for item (d) trouble incidents, which shall be updated on a near-real-time basis. Dial-in access to this database shall be provided to USPS authorized personnel. All information within the database shall be accessible to authorized USPS personnel through any valid combination of device make, model, serial number, and location.

All duties involved with timely collection and maintenance of the information for this database shall at all times and in every manner remain the burden of the contractor.

The contractor shall supply monthly maintenance status reports, in electronic form, as updates to a database file or spreadsheet, to the USPS COR and to the respective officials of other participating agencies. This report shall show all maintenance activities, as well as all configuration changes and deployment status for each and every kiosk system supplied by the contractor to the U.S. Postal Service or other Government entity. These reports are due by the 5th day of the following month.

F. Kiosk Station Effectiveness Level

Each kiosk station shall operate at an effectiveness level of ninety-nine point five percent (99.5%) when averaged over each one (1) month period. The kiosk shall be capable of operation, when installed, twenty-four (24) hours a day, seven (7) days a week. In the event that any kiosk system drops below ninety-nine point five percent (99.5%) for two (2) consecutive months, the contractor shall replace the subject kiosk system with an identical but properly functioning unit at no cost to the U.S. Postal Service.

The effectiveness level is calculated as:

$$\frac{[(\text{Operational minutes per month}) - (\text{Minutes downtime per month})]}{(\text{Operational minutes per month})}$$

Downtime includes all the time the kiosk fails to perform according to the contract specifications and terms including the time it took to effect repairs but excluding the time between notification and 7 am if the failure took place after business hours.

Limited loss of functionality such as out of paper condition is not counted as downtime for the first four hours. After four hours it will be considered down time.

G. Maintenance Documentation

The contractor shall prepare and submit to the COR a draft copy of the Maintenance Documentation for comments and approval thirty (30) days prior to the scheduled date of the Pilot Test.

The contractor shall provide digitally stored documentation for on-site maintenance and service. The digitally stored maintenance and service manual shall be available via the kiosk station's microprocessor and display. The manual shall provide both a tutorial as well as a quick reference capability. The manual shall contain:

- a) A detailed troubleshooting section consisting of a "tree" of easily performed go/no-go procedures leading to the isolation of the suspected equipment.
- b) Diagrams and graphics showing replacement and other procedures.
- c) Step by step instructions for carrying out the suggested diagnostic procedures.

A hard copy of the troubleshooting guide shall also be attached to a convenient, easily visible, inside surface of the kiosk station for use when the microprocessor or the display are not available.

H. Commencement of Maintenance

1. Maintenance shall commence immediately after the one (1) year warranty expires, unless the USPS decides not to exercise its maintenance options.
2. The USPS reserves the right to cancel maintenance at any time. The USPS shall give the contractor a thirty (30) day notice before cancellation of maintenance.

I. Malfunction Reports

The contractor must furnish a signed malfunction incident report to the contracting officer or an authorized representative upon completion of each maintenance call. The report must include, as a minimum--

- a. Date and time notified;
- b. Date and time of arrival;
- c. Type and serial number(s) of machines;
- d. Time spent for repair (if maintenance is chargeable, this entry must be solely for the chargeable time); e. Description of malfunction;
- f. Date and time device was returned as functional; g. Service call reference number;
- h. Description of action(s) taken, repairs made, parts replaced; and
- i. Signature of Postal Service representative, to acknowledge receipt of maintenance service.

B.4 SOFTWARE FURNISHED (Clause OB-79) (June 1988)

The contractor must furnish the applications and/or operating system software listed elsewhere in this contract as well as all supporting evaluated optional features set forth in Section A that are proposed and are accepted by the Postal Service. The contractor must support this software, including any contractor-sponsored modification or revisions, at no additional cost, unless specified in Section A, for the period of this contract, including renewals. The support provided will consist of correction of errors and provision of contractor-sponsored modifications, improvements, and revisions.

B.5 MODIFICATIONS AND REVISIONS OF SOFTWARE (Clause OB-80) (June 1988)

The contractor must furnish full documentation of all contractor changes or modifications to the applications and/or operating system software provided to meet the Postal Service requirements. In the case of new software level releases, the Postal Service may elect to accept the later versions of the software. If so, software support must be provided at no additional cost during the period of this contract, including renewals. Any reprogramming or additional equipment required to accommodate the later version will be at the Postal Service's expense.

B.6 OPERATING PERFORMANCE (Clause OB-82) (June 1988)

The software furnished must conform to and perform in accordance with the functional descriptions and data requirements as set forth in the statement of work and the contractors proposal and must meet all the other requirements stated in this contract. In case of conflict the statement of work will govern.

SECTION C - DELIVERY/PERFORMANCE

C.1 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

A. PHASE I

The period of performance for Phase I is 18 months from the date of contract award (Calendar dates will be established at the time of contract award).

B. PHASE II

Line Items 0021-0031: The USPS reserves the right to exercise these options within six and one half (6 1/2) years from date of award. (Calendar dates will be established at the time of contract award).

Line Items 0032-0051: The period of performance for these line items will be one year with four one year options from the time that Phase I is completed. (Calendar dates will be established at the time of contract award).

C. PERIOD OF PERFORMANCE

The total period of performance of this contract, if all options are exercised, shall not exceed 6 1/2 years.

C.2 DELIVERY SCHEDULE (Clause OB-56) Alternate I (September 1990)

The Postal Service requires delivery to be made according to the following schedule:

Phase I Delivery Schedule:

Line Item 0001: The contractor shall provide Line Item 0001 within 30 calendar days from date of contract award. (Calendar dates will be established at the time of contract award).

Line Item 0002: The contractor shall provide Line Item 0002 within 90 calendar days from date of contract award. (Calendar dates will be established at the time of contract award).

Line Item 0003: The contractor shall provide Line Item 0003 within 105 calendar days from date of contract award. (Calendar dates will be established at the time of contract award).

Line Item 0004: The contractor shall provide Line Item 0004 within 240 calendar days from the date of award. (Calendar dates will be established at the time of contract award).

Line Item 0005: The contractor shall provide Line Item 0005 within 240 calendar days from the date of award. (Calendar dates will be established at the time of contract award).

Line Item 0006: The period of performance for Line Item 0006 shall commence on the 240 calendar day of contract award and proceed until the end of the Market Testing Period (Calendar dates will be established at the time of contract award).

Line Item 0007: The period of performance for Line Item 0007 shall commence the day the warranty expires and will be for one year from the date the warranty expires. (Calendar dates will be established at the time of contract award).

Line Item 0007a: The period of performance is one year for Line Item 0007a if the USPS exercises the option and shall commence the day after Line Item 0007 expires. (Calendar dates will be established at the time of contract award).

Line Item 0007b: The period of performance is one year for Line Item 0007b if the USPS exercises the option and shall commence the day after Line Item 0007a expires. (Calendar dates will be established at the time of contract award).

Line Item 0007c: The period of performance is one year for Line Item 0007c if the USPS exercises the option and shall commence the day after Line Item 0007b expires. (Calendar dates will be established at the time of contract award).

Line Item 0007d: The period of performance is one year for Line Item 0007d if the USPS exercises the option. (Calendar dates will be established at the time of contract award).

Line Item 0008: The contractor shall provide Line Item 0008 within 260 calendar days from the date of award. (Calendar dates will be established at the time of contract award).

Line Item 0009: The contractor shall provide Line Item 0009 within 260 calendar days from the date of award. (Calendar dates will be established at the time of contract award).

Line Item 0010: The contractor shall provide Line Item 0010 within 330 calendar days from the date of award. (Calendar dates will be established at the time of contract award).

Line Item 0011: The contractor shall provide Line Item 0011 within 330 calendar days from the date of award. (Calendar dates will be established at the time of contract award).

Line Item 0012: The contractor shall provide Line Item 0012 within 360 calendar days from the date of award. (Calendar dates will be established at the time of contract award).

Line Item 0013 (if option is exercised): The contractor shall provide Line Item 0013 if the option is exercised. Calendar dates will be established at the time of contract award if the option is exercised at the time of award. The USPS reserves the right to exercise this option anytime during Phase I of the effort. If the option is not exercised at the time of award, calendar dates will be established at the time that the option is exercised and the modification is issued.

Line Item 0014 (if option is exercised): The contractor shall provide Line Item 0014 if the option is exercised. Calendar dates will be established at the time of contract award if the option is exercised at the time of award. The USPS reserves the right to exercise this option anytime during Phase I of the effort. If the option is not exercised at the time of award, calendar dates will be established at the time that the option is exercised and the modification is issued.

Line Item 0015 (if option is exercised): The contractor shall provide Line Item 0015 if the option is exercised. Calendar dates will be established at the time of contract award if the option is exercised at the time of award. The USPS reserves the right to exercise this option anytime during Phase I of the effort. If the option is not exercised at the time of award, calendar dates will be established at the time that the option is exercised and the modification is issued.

Line Item 0016: The contractor shall provide Line Item 0016 within 260 calendar days from the date of award. (Calendar dates will be established at the time of contract award).

Line Items 0017-0020 (if options are exercised): The contractor shall provide Line Items 0017-0020 within 330 calendar days from the date of contract award if the options are exercised. The USPS reserves the right to exercise these options anytime during Phase I of the effort. If the options are not exercised at the time of award, calendar dates will be established at the time that the options are exercised and the modification is issued.

Phase II Schedule:

If Phase II options are exercised the period of performance for each of the below line items will be one year except for Line Item 0021-0031. Line Items 0021-0031 shall have individual delivery dates. Actual calendar dates shall be established at the time of contract award for all line items. The following is applicable to the line items below:

Line Items 0021-0031: Delivery dates for these line items will be established at the time that the options are exercised.

Line Items 0032: Period of performance is one year from the day that the warranty expires and the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0033: Period of performance is one year from the date that the warranty expires and the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0034: Period of performance is one year from the date that the warranty expires and the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0035: Period of performance is one year from the date that the warranty expires and the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0036: Period of performance is one year from the date that the warranty expires and the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0037: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0038: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0039: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0040: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0041: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0042: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0043: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0044: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0045: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0046: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0047: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0048: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0049: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0050: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

Line Items 0051: Period of performance is one year from the date the option is exercised. Dates will be established at the time of exercise of options.

C.3 CONTRACT DELIVERABLES

The contractor shall deliver the following contract deliverables:

- a. Complete Smart Card Development System: The contractor shall deliver to the COR one (1) complete smart card development system, identical to the equipment incorporated in the kiosk stations.
- b. First Article Functional Test Plan and Test: The contractor shall prepare a draft test plan for the First Article Functional Test. The plan shall provide a detailed listing of the user functions to be tested and how this test will be performed including but not limited to: 1) the 24 hour 7 day operating regime, 2) irregular power on/off situations, and 3) maintenance and service activities. The draft plan shall be submitted to the COR for comments and approval twenty (20) working days prior to the scheduled start of the test. Calendar dates will be established at contract award. The contractor shall perform the First Article Functional Test.
- c. Hardware Functional Test Software: The contractor shall prepare a complete set of menu driven, kiosk resident, diagnostic test routines for approval by the COR, which shall test all the individual functions of the kiosk station and communications with the network. This same set of test routines shall be used by on-site and remote maintenance and service personnel, and may be used as well as part of the acceptance test for each kiosk prior to shipment and during installation. Calendar dates will be established at contract award.
- d. Ready-For-User Acceptance Test Plan and Testing: The contractor shall prepare a plan of the proposed tests to be implemented for each kiosk station to be delivered. The acceptance test of each kiosk shall take place after installation and shall verify that the kiosk is fully functional and ready for use by the public. The draft of the proposed kiosk acceptance test shall be submitted to the COR sixty (60) days prior to the start of Pilot Testing and updated thirty (30) days prior to Market Testing. Calendar dates will be established at contract award.

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- e. Network Communications Test: The communication capabilities between the kiosk stations, the Transaction and Service Manager, and a representative "agency" system (this connection may be emulated by contractor-provided software if an agency connection is not available) shall be fully tested and demonstrated forty-five (45) days prior to the scheduled delivery of the first kiosk station. A proposed test plan for this demonstration shall be submitted to the COR fifteen (15) days before the scheduled communications test date. Calendar dates will be established at contract award.
- f. Transaction and Service Manager Test: The functional and performance capabilities of the Transaction and Service Manager shall be fully tested and demonstrated thirty (30) days prior to the scheduled delivery of the first kiosk station for Pilot Testing. A proposed test plan for this demonstration shall be submitted to the COR fifteen (15) days before the scheduled test date. Calendar dates will be established at contract award.
- g. Pilot Test: The contractor shall support and perform the Pilot Test.
- h. Market Test: The contractor shall support the Market Test.
- i. Pilot Test Plan: The contractor shall prepare a draft Pilot Test Plan for submission to the COR sixty (60) calendar days before the scheduled installation of the first Pilot Test kiosk unit. The plan shall include a detailed set of test objectives, the data requirements, the success or failure criteria for each objective, and other pertinent requirements (e.g. personnel, operational, equipment, third party surveys, observations, etc.) to complete the test. The USPS will review the plan within fifteen (15) working days of receipt. Calendar dates will be established at contract award.
- j. Pilot Test Report: The contractor shall submit a draft of the Pilot Test Report to the COR fifteen (15) calendar days after the scheduled completion of the Pilot Test. The report shall contain an evaluation of the kiosk system with respect to each of the test objectives and make detailed recommendations for improvement where appropriate. All the collected data and the analysis to support the evaluations and recommendations shall be included with the report. Calendar dates will be established at contract award.
- k. Benchmarking Report: Thirty (30) days after contract award, the contractor shall deliver a report and presentation containing the results of a fact finding survey of current kiosk designs and kiosk information and service delivery programs. The contractor shall draw upon published materials, experience gained on other similar projects, experiences of his/her staff, and that of the Postal Service. Calendar dates will be established at contract award.
- l. Technical Data Package: The draft Tables of Contents of the TDP shall be submitted for approval to the COR thirty (30) calendar days before the scheduled completion of the Pilot Test. The TDP shall be submitted to the COR for comments thirty (30) calendar days before the scheduled completion of the TDP.
- m. Maintenance and Service Plan: The Maintenance and Service Plan shall describe the infrastructure and resource requirements including but not limited to: personnel, management structure, cash-flow, offices, parts kit storage and staging, reporting software functionality, and a complete listing of the hardware and software necessary to maintain a nationally deployed Government Connection system. The draft Maintenance and Service Plan shall be submitted for comments to the COR thirty (30) days prior to the deployment of the Pilot Test stations. Calendar dates will be established at contract award.
- n. Installation Plan: The contractor shall provide an installation plan which shall describe the installation steps for the proposed kiosk system. This plan shall be updated thirty (30) days prior to the scheduled date of the installation of the first delivered kiosk system. Calendar dates will be established at contract award.

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o. Kiosk Station Configuration: Each kiosk station shall include the following equipment and software as specified above and modified as the result of the various design reviews:

- a) Enclosure
- b) Processor equipment complement including: operating system, mass storage subsystem, I/O connectors and interfaces, maintenance keyboard, application maintenance software, etc. as required to provide full functionality
- c) Touch/display screen
- d) Bank card reader
- e) Smart card reader
- f) Printer and dispenser
- g) Communications subsystem (e.g. high speed modem, TCP/IP protocol, appropriate interface, etc.)
- h) User keyboard if required after design review
- i) Power management subsystem
- j) Application/presentation software suite
- k) Utility software suite comprised of the "smart search" capability, context related help, database engine and manager, user input tracking, user survey, etc.
- l) Customer detection device (if option is exercised)
- m) Electronic signature pad (if option is exercised)

Calendar dates will be established at contract award.

p. Design Reviews: The contractor shall prepare and deliver to the COR twelve (12) sets of the appropriate documentation in preparation to each design review so as to acquaint the participants with the goals and issues of the review. This documentation shall be delivered five (5) working days before the scheduled date of the review. Design reviews shall be conducted at U.S. Postal Service Headquarters and the contractor's Washington facility, in turn, by contractor personnel. Calendar dates will be established at contract award.

q. Hardware Design Reviews: The contractor shall schedule, conduct, and document formal hardware design reviews as part of this contract. These design reviews shall cover all the requirements specified by this SOW. Separate reviews shall cover: a) Kiosk station design, enclosure, processor, mass storage, display, ergonomics, operating system, growth potential, estimated production cost, safety, security; b) Kiosk system and network services design, including but not limited to: network services, capabilities, hardware and software functionality's; c) Production kiosk station design and specification, including but not limited to: changes from Market Test units, estimated production costs. Calendar dates will be established at contract award.

r. Presentation Design Reviews: The contractor shall schedule, conduct, and document the result of the following formal design reviews as part of this contract. Design reviews may be scheduled to be conducted one after the other within a one or two day session if the program schedule permits it. Sufficient time shall be allowed, however, to present and discuss the design in detail. Calendar dates will be established at contract award.

- a) Design of common kiosk presentation functions and requirements: contextual help, information and word search, transaction tracking, "grabber", integrated introduction, citizen survey.
- b) "Look and feel" style elements and treatment concepts including: colors, text fonts, use of audio and music, navigational aids, screen controls, display ergonomics, general guidelines for presentation design,
- c) Kiosk station database and mass storage system design review including: information retrieval and updating scheme; selection of text, graphics, image retrieval and database "engine;" selection of the database maintenance tool set; mass storage hardware and storage architecture.
- d) Review of the preliminary concept and treatment plan for each of the applications, presentations, and transactions.

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- e) Review of the story-boards and the design of the key screens for each of the applications, presentations, and transactions.
- f) Review of the information content of each of the applications, presentations, and transactions.
- g) Final review of the "finished" applications, presentations, and transactions integrated into the kiosk station, prior to release for functional testing.

Calendar dates will be established at contract award.

s. Database Design Review: the contractor shall schedule, conduct, and document the result of the following formal design reviews as part of this contract. Design reviews may be scheduled to be conducted one after the other within a one or two day session if the program schedule permits it. Sufficient time shall be allowed, however, to present and discuss the design in detail.

- a) Data model and data dictionary review
- b) Database design review
- c) Database maintenance

Calendar dates will be established at contract award.

t. Documentation: Specific documentation requirements are described in the appropriate sections of this specification. In general, however, the appropriate documentation which is available off-the-shelf, shall be provided for all hardware and software purchased for the performance of this contract. This includes all components of the kiosk systems including programmer's manuals, hardware operating guides, maintenance manuals, etc. for computer, interface cards, display, memory system. All documentation generated explicitly for this project shall be provided in electronic as well as paper form. If documentation is purchased for this project and is available off-the-shelf in electronic as well as paper form, both the electronic and paper formats shall be purchased and delivered. Calendar dates will be established at contract award.

u. Intellectual Property and Data Rights: The contractor shall deliver to the U.S. Postal Service, thirty (30) days prior to the completion of the Market Test, three (3) paper copies and one (1) electronic copy of the documentation listed below.

- a) a comprehensive listing of all materials delivered under each Intellectual Property and Data Rights categories;
- b) all Commercial-Off-The-Shelf media and documentation as well as the appropriate licenses for all items delivered as part of this contract; and
- c) all "original" materials such as art-work, graphics, video and sound tapes, masters, scripts, story-boards, documents, source code, software, etc. used in the development and generation of the Government Connection system.

Calendar dates will be established at contract award.

v. Market Test Report: The contractor shall submit a draft of the Market Test Report to the COR ten (10) calendar days after the scheduled completion of the Market Test. Calendar dates will be established at contract award.

w. Network Communications Test Draft Test Plan: A draft test plan for the Network Communications Test shall be submitted to the COR fifteen (15) days before the scheduled communications test date. Calendar dates will be established at contract award.

x. Transaction and Service Manager Test Draft Test Plan: A draft test plan for the Transaction and Service Manager Test shall be submitted to the COR fifteen (15) days before the scheduled test date. Calendar dates will be established at contract award.

y. Demonstration Unit(s) Draft Test Plan: This draft plan shall be submitted to the COR for comments and approval twenty (20) working days prior to the scheduled start of the Demonstration Units Test. Calendar dates will be established at contract award.

z. Monthly Progress Reports: During the Pilot and Market Tests, the monthly report shall also include a summary of "items of interest" as well as the user action report summaries from the kiosk stations.

aa. Transaction and Service Manager (TSM) Operations: The contractor shall provide the hardware, software, and personnel required to operate the TSM and Application Maintenance Workstation as required through Phase I.

bb. Application Maintenance Workstation: The contractor shall deliver a complete Application Maintenance Workstation including all hardware, software, and documentation to the USPS.

cc. Transaction and Service Manager: The contractor shall deliver the hardware, software, and documentation required to operate the Transaction Service Manager to the USPS at the conclusion of Phase I.

dd. Maintenance Documentation: The contractor shall deliver the maintenance documentation described in Statement of Work Section B.4.G. 240 calendar days after contract award.

C.4 RECEIVING REPORTS (Clause B-6) (October 1987)

The contracting officer will provide the proper receiving report forms before the delivery date. The contractor must complete the proper sections of the forms and include the forms with any shipments to the Postal Service. Payment will not be made for shipments not accompanied by receiving reports.

C.5 NOTICE OF DELAY (Clause B-15) (October 1987)

Immediately upon becoming aware of any difficulties that might delay deliveries under this contract, the contractor will notify the contracting officer in writing of them. The notification must identify the difficulties, the reasons for them, and the estimated period of delay anticipated. Failure to give notice may preclude later consideration of any request for an extension of contract time.

C.6 SUSPENSIONS AND DELAYS (Clause B-16) (October 1987)

a. If the performance of all or any part of the work of this contract is suspended, delayed, or interrupted by--

1. An order or act of the contracting officer in administering this contract; or
2. By a failure of the contracting officer to act within the time specified in this contract--or within a reasonable time if not specified--an adjustment will be made for any increase in the cost of performance of this contract caused by the delay or interruption (including the costs incurred during any suspension or interruption). An adjustment will also be made in the delivery or performance dates and any other contractual term or condition affected by the suspension, delay, or interruption. However, no adjustment may be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

b. A claim under this clause will not be allowed--

1. For any costs incurred more than 20 calendar days before the contractor has notified the contracting officer in writing of the act or failure to act involved; and
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

C.7 EXCUSABLE DELAYS (Clause B-19) (October 1987)

a. Except with respect to defaults of subcontractors, the contractor will not be in default by reason of any failure in performing this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work that endangers performance) if the failure arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the Postal Service in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor.

b. If failure to perform is caused by the failure of a subcontractor to perform or make progress and arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be deemed to be in default, unless -

1. The supplies or services to be furnished by the subcontractor are obtainable from other sources;
2. The contracting officer orders the contractor in writing to procure the supplies or services from other sources; and
3. The contractor fails to comply reasonably with the order.

c. Upon request of the contractor, the contracting officer shall ascertain the facts and extent of failure, and if the contracting officer determines that any failure to perform was occasioned by any of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the Postal Service under any termination clause included in this contract.

d. As used in this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

C.8 WARRANTY

a. The contractor warrants for one year that all parts, materials, hardware, and software are free from defects in material and/or workmanship and will conform with the specification stated in the statement of work. In addition, the contractor warrants that all labor and supplies furnished under this contract, including packaging and markings, will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract. The one year will start on the day of acceptance of the unit.

b. The contracting officer must give written notice to the contractor of any breach of warranty and either -

1. Require the prompt correction or replacement of any defective or non-conforming supplies; or

2. Retain them, reducing the contract price by an amount equitable under the circumstances.

c. When return for correction or replacement is required, the contractor is responsible for all costs of transportation and for risk of loss in transit.

d. If the contractor fails or refuses to correct or replace the defective or non-conforming supplies, the contracting officer may correct or replace them with similar supplies and charge to the contractor any cost to the Postal Service. In addition, the contracting officer may dispose of the non-conforming supplies, with reimbursement from the contractor or from the proceeds for excess costs.

e. Any supplies corrected or furnished in replacement are subject to this clause.

f. "Supplies," as used in this clause, includes related services.

g. The rights and remedies of the Postal Service provided in this clause are in addition to, and do not limit, any rights afforded to the Postal Service by any other clause of the contract.

h. The warranty commence date starts on the day that the USPS takes final acceptance of the kiosk unit.

C.9 WARRANTY OF SERVICES (Clause OB-54) (June 1988)

a. "Acceptance," as used in this clause, means the act of an authorized representative of the Postal Service by which the Postal Service assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of a defect.

b. Notwithstanding inspection and acceptance by the Postal Service or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or non-conformance to the contractor within 10 days of discovering any warranted defect. This notice will state either that (1) the contractor must correct or re-perform any defective or non-conforming services or (2) the Postal Service does not require correction or re-performance.

c. If the contractor is required to correct or re-perform, it must be at no cost to the Postal Service, and any services corrected or re-performed by the contractor will be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the Postal Service thereby, or make an equitable adjustment in the contract price.

d. If the Postal Service does not require correction or re-performance, the contracting officer may make an equitable adjustment in the contract price.

C.10 DEFINITION OF DELIVERY TERMS AND CONTRACTOR'S RESPONSIBILITIES (Clause 2-9) (February 1990)

a. If the contract specifies f.o.b. destination, the following apply:

1. F.o.b. destination. Delivery, free of expense to the Postal Service, to the specified delivery point.

2. F.o.b. destination, within the consignee's premises. Delivered free of expense to the Postal Service, within the doors of the specified building, including delivery to specific rooms when specified.

3. The contractor must:

(a) Pack and mark shipments to comply with contract specifications or, in their absence, prepare shipments in accordance with carrier requirements;

(b) Prepare and distribute commercial bills of lading;

(c) Be responsible for loss or damage occurring before receipt at the specified point of delivery;

(d) Furnish a delivery schedule and designate mode of delivery;

(e) Bear all delivery costs to the specified point of delivery; and

(f) Deliver goods, that meet the prescribed physical limitations of the current USPS Domestic Mail Manual, either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement.

b. If the contract specifies delivered postal facility, door, platform, or private siding, the following apply:

1. Delivered postal facility, door, platform, or private siding. Delivery free of expense to the Postal Service:

(a) To the door of postal facilities having no platforms or private siding;

(b) On the platform at postal facilities having platforms but no private siding; or

(c) On the private siding at postal facilities having private siding.

2. In addition to fulfilling the requirements of the Responsibility for Supplies clause, the contractor must:

(a) Pack and mark shipments to protect the goods from normal transportation hazards, promote prompt delivery, and comply with packing and marking specifications of the contract;

(b) Unload material at the door or on the platform in the case of b.1(a) and (b) above, free of expense to the Postal Service;

(c) Properly prepare and distribute commercial bills of lading; and

- (d) Be responsible for loss or damage occurring before delivery to the specified delivery point.
- c. If the contract specifies f.o.b. origin, the following apply:
 - 1. F.o.b. origin:
 - (a) Delivery on board the indicated type of conveyance of the carrier (or of the Postal Service), free of expense to the Postal Service, to the specified point from which the shipment will be made and from which line haul transportation service (as distinguished from switching, local drayage, or other terminal service) begins; or
 - (b) Delivered by the contractor, free of expense to the Postal Service, to any Postal Service designated point located within the same commercial zone (as prescribed by the Interstate Commerce Commission) as the f.o.b. point named in the contract.
 - 2. The contractor must:
 - (a) Pack and mark shipments to comply with contract specifications or, in their absence, prepare the shipment in accordance with carrier requirements and good commercial practices and secure the lowest applicable transportation charge.
 - (b) Order specified carrier equipment when requested by the Postal Service. Otherwise, order appropriate carrier equipment not in excess of capacity to accommodate the shipment.
 - (c) When loaded by the contractor, load, stow, trim, block, and/or brace shipments as required by the carrier's rules and regulations.
 - (d) Be responsible for loss or damage occurring before delivery to the carrier; and for loss or damage due to improper packing/marking and, when loaded by the contractor, from improper loading, stowing, trimming, blocking, and/or bracing of the shipment.
 - (e) Complete the Government bill of lading supplied by the Postal Service or, when none is supplied, prepare a commercial bill of lading or other transportation receipt, to show:
 - (1) A description of the shipment in terms of the governing freight classification or tariff under which the lowest freight rates are applicable;
 - (2) The seals affixed to the conveyance, including the serial number on them, or other identification;
 - (3) The length and capacity of cars or trucks ordered and furnished;
 - (4) Other pertinent information required to effect prompt delivery to the consignee, including the routing and the name, delivery, and postal address of the consignee;
 - (5) Special instructions or annotations requested by the Postal Service for commercial bills of lading; for example:
 - (i) "To be converted to a Government bill of lading," and
 - (6) The signature of carrier's agent and date the shipment is received.
 - (f) Distribute the bill of lading, or other transportation receipt, as directed by the Postal Service.

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(g) Supply with each invoice a memorandum copy of the Government bill of lading, clearly indicating the signature of the carrier's agent, date of pickup and the weight accepted by the carrier. If the weight is determined by the carrier after pickup, it must be annotated on the memorandum copy of the Government bill of lading along with the following:

"I certify that the weight information is that obtained from the carrier.

Signed: "

3. F.o.b. origin prices include delivery by the contractor, free of expense to the Postal Service, to any Postal Service designated point located within the same commercial zone (as prescribed by the Interstate Commerce Commission) as the f.o.b. point named in the contract.

4. Where delivery is to be made to points not included under paragraph 3 above, either of the following apply:

(a) If the Postal Service has not specified otherwise, the contractor must ship on Government bills of lading.

(b) If the Postal Service specifies that shipment is to be made on endorsed commercial bills of lading for transportation charges up to \$100, the contractor will be required to prepay all transportation charges, not to exceed \$100, per shipment, as follows:

(1) Delivery to the door of the specified destination by freight or express common carriers on articles for which store-to-door delivery is provided free, or subject to a charge pursuant to published tariffs or schedules filed with the Federal and/or State regulatory bodies governing such carriers.

(2) Delivery to siding at destination if not covered under (1) above.

(3) Delivery to the freight station nearest destination if not covered under (1) or (2) above.

(4) The contractor must annotate the commercial bill of lading as "Property of the United States Postal Service."

(5) The actual transportation costs, not to exceed \$100 per shipment, will be added to the contractor's invoice as a separate item. The cost must be based on the lowest published rate on file with the Interstate Commerce Commission or any State regulatory body. They must be supported by freight or express receipts marked "prepaid." If receipts are not obtainable, annotate the invoice as follows:

"I certify that the items identified on this invoice were shipped prepaid and freight or express receipts in support thereof are not obtainable:

Name

Destination:

Names of carriers:

Weight of shipment:

Transportation charges claimed: "

5. The Postal Service reserves the right to specify the mode of transportation and routing to be employed.

C.11 ACCELERATED DELIVERIES (Clause OB-114) (July 1988)

Accelerated deliveries will be acceptable to the Postal Service at no increase in contract price, provided that the contractor has given written notice to the contracting officer 15 days before accelerated delivery date. A copy of such notice must also be sent at the same time to the consignee. Partial shipments for the quantity awarded on an accelerated basis will be considered upon receipt of a request 15 days prior to anticipated delivery and USPS acceptance by either the consignee or the contracting officer of the requested delivery quantities/date.

C.12 SOFTWARE LICENSE WARRANTY AND INDEMNIFICATION (Clause 8-11) (October 1987)

a. The contractor warrants that it has full power and authority to grant the rights contained in this contract with respect to the software without the consent of any other person. Neither the performance of the services by the contractor nor the license to and use by the Postal Service of the software and documentation (including copying) will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure, or other rights of any third party.

b. The contractor indemnifies and holds harmless (including reasonable attorney's fees) the Postal Service and its employees or agents against all liability to third parties arising from the negligence of the contractor or its agents and the license to or use by the Postal Service of the software, including but not limited to the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the licensing of the software. The Postal Service may, at its option, conduct the defense in any third-party action, and the contractor promises fully to cooperate with this defense. This indemnification is limited to the software delivered to the Postal Service or as modified by the contractor, and does not cover third-party claims arising from modifications by the Postal Service not authorized by the contractor.

c. If a third-party claim causes the Postal Service's quiet enjoyment and use of the software to be seriously endangered or disrupted, the contractor must either -

1. Replace the software, without additional charge, by a compatible, functionally equivalent, and non-infringing product;
2. Modify the software to avoid the infringement;
3. Obtain a license for the Postal Service to continue use of the software for the term of this contract, and pay for any additional fee required for the license; or 4. If none of these alternatives is possible even after the contractor's best efforts, return a pro rata portion of the license fee based on the term of the license, or ten years, whichever is less.

C.13 SOFTWARE DEVELOPMENT WARRANTY (Clause 8-12) (October 1987)

If at any time during the 12-month period immediately following acceptance, the contractor or the Postal Service discovers defects or errors in the software or any other respect in which the software fails to conform to the provisions of any warranty contained in this contract, the contractor must, entirely at its own expense, promptly correct the defects, errors, or nonconformity by, among other things, supplying the Postal Service with corrective codes and making additions, modifications, or adjustments to the package as may be necessary to keep the software in operating order in conformity with the warranties in this contract.

C.14 PROGRESS REPORTING

The contractor must submit a monthly progress report covering work accomplished within 5 days after the end of each month. The progress report must be brief, factual, and prepared in accordance with the following format:

a. A cover page containing--

- (1) Contract number and title;
- (2) Type of report, sequence number of report, and period of performance being reported;
- (3) Contractor's name and address;
- (4) Author(s); and
- (5) Date of report.

b. Section I--An introduction covering the purpose and scope of the contract effort. This must be limited to one paragraph in all but the first and final report's narrative.

c. Section II--A description of overall progress plus a separate description for each task or other logical segment of work on which effort was expended during the report period. This description must include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.

d. Section III--A description of current technical or substantive performance and any problem(s) that may impede performance, along with proposed corrective action.

e. Section IV--A planning schedule must be included with the first progress report for all assigned tasks required under the contract, along with the estimated starting and completion dates for each task. The planning schedule must be updated and submitted with each subsequent technical progress report. An explanation of any difference between actual progress and planned progress, why the differences have occurred, and--if behind planned progress---what corrective steps are planned should be included.

f. Section V--If applicable, financial information must be submitted for each major task or line item cost. Data must include--

- (1) The total estimated cost budgeted (fee excluded);
- (2) The estimated cost expended during the current reporting period;
- (3) Identification of direct labor hours of prime contractor and subcontractor(s) and/or consultant(s), if applicable;
- (4) Total project to-date expenditures; and
- (5) Total remaining funds.

C.15 DELIVERABLE REPORTS (Clause OB-37) (June 1988)

Reports called for under this contract shall be delivered to the individual stated below in accordance with statement of work.

Don Nacke
Development Manager
U.S. Postal Service Headquarters
Room 2140
475 L'Enfant Plaza SW
Washington DC 20260-0080

Phone: 202-268-4660

FAX: 202-268-4980

C.16 INSTALLATION SITES**Phase I Installation Schedule**

The contractor must install the items as specified in Section A, Items and Prices. The USPS will provide the contractor an installation schedule as soon as it is known where the kiosks units will be located.

Phase II Installation Schedule

The USPS will provide the contractor an installation schedule for the items specified in Schedule A, Items and Prices, at the time that the options are exercised. In addition, the cost associated with the site installations will be negotiated at that time.

C.17 INSTALLATION REQUIREMENTS AND OPTIONS (Clause OB-97) (June 1988)

- a. The Postal Service reserves the right to delay the installation by up to 30 calendar days, at no additional cost to the Postal Service, provided that the contractor must receive written notice from the contracting officer 30 calendar days before the scheduled installation date or within 7 calendar days after award, whichever is later.
- b. Installation delays beyond 30 calendar days must be mutually agreed to by the contractor and the Postal Service.
- c. If the equipment is certified to be ready for use before the installation date, the Postal Service at its option may elect to use the equipment and change the installation date accordingly. In this event, the contract or delivery order must be so amended by the Postal Service.
- d. The Postal Service must provide the contractor with access to the site for the purpose of installing the equipment before the scheduled installation date. The contractor must specify in writing the time required to install the equipment.

C.18 TASK ORDERS

This clause is applicable to the line items 0037-0046.

- a. The contractor must perform work under this contract as specified in written task orders issued by the contracting officer. The following procedures will be followed in submitting a task order proposal:
 1. The contracting officer will issue a Statement of Work and any other documentation that may be included to the contractor and request a written technical and price proposal. The request will indicate whether it will be a firm fixed price or a labor hour task order.
 2. The proposal due date will be determined on an individual task order basis.
 3. The contractor shall submit his technical and price proposal to the contracting officer by the specified proposal due date.
 4. The USPS will then review the technical and price proposal. The USPS shall have the right to negotiate with the contractor as it relates to its technical and price proposal.
 5. If a fair and reasonable price can be negotiated, the USPS will issue the task order.

b. Each task order will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, (4) the description of the work, (5) identification of the period (base, option period 1, etc.) to which the task order is to be charged if the contract includes overlapping option periods, (6) define it as a firm fixed price or a labor hour task order, and (7) the period of performance and/or delivery date.

c. The contractor must acknowledge receipt of each task order by returning to the contracting officer a signed copy of the task order within 5 calendar days after its receipt.

d. Task orders must not change any terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the contractor must immediately notify the contracting officer.

e. The USPS reserves the right to issue task orders to other contractors for application development if it determines that it is in its best interest to do so.

C.19 ORDERING (Clause 5-11) (October 1987)

This clause is only applicable for Line Items 0037 - 0046:

a. Supplies or services to be furnished under this contract will be ordered by issuance of delivery orders during the period and by the activities specified in the Schedule A.

b. Orders may be issued in writing, by written telecommunication, or orally. Oral orders will be subject to confirmation in writing. Orders sent by mail are considered "issued" when placed in the mail.

c. All delivery orders are subject to the terms and conditions of this contract. If there is any conflict between a delivery order and this contract, the contract is controlling.

C.20 OFFICES AUTHORIZED TO PLACE ORDERS (Clause OB-40)(September 1988)

Supplies or services to be furnished under this contract will be ordered by the issuance of delivery orders from the following offices only:

US Postal Service Headquarters
Information Systems Purchasing
475 L' Enfant Plaza SW
Room 4541
Washington DC 20260-6238

C.21 AUTHORIZED ORDERING OFFICERS

Delivery orders shall only be issued by a Postal Service contracting officer. The contractor must not deliver any equipment, software, or services NOT ordered by the contracting officer. In addition, it shall report anyone other than the contracting officer who tries to issue a order under this contract to the contracting officer immediately.

SECTION D - PACKAGING AND MARKING

D.1 MARKING REQUIREMENTS (Clause OB-33) (September 1988)

The contractor must mark/stencil all shipping containers as follows:

United States Postal Service (Description of Contents) (Contract No.) (Delivery Order No., if any) (Contractor' Name and Address)

Parenthetical part of marking requires insertion of data by the contractor.

D.2 PACKING FOR DOMESTIC SHIPMENT (Optional Clause OB-9) (June 1988)

Material must be packed for shipment in such a manner that will ensure acceptance by the Postal Service or common carriers and safe delivery at destination. Containers and closures must comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

D.3 ACCEPTABLE DELIVERY TIMES (Clause OB-163) (June 1988)

Deliveries will be accepted only between the hours of 8:00 AM to 5:00 PM. The Postal Service will not pay demurrage or any other charge for waiting.

D.4 PACKAGING FOR WAREHOUSE STORAGE (Clause OB-164) (June 1988)

All packaging must comply with the following standards:

- Stackable without damage:
- Ambient temperature range:
- Marked as required in this contract on all sides:
- Lifiable by mechanical device (e.g. forklift):
- Maximum packed weight:
- Bursting strength of package:
- All packages banded with:

D.5 PRESERVATION AND PACKAGING (Clause OB-32) (June 1988)

Preservation, packing, and packaging must be in accordance with good commercial practices to ensure delivery at destination.

D.6 IDENTIFICATION OF CONTRACT DELIVERABLES (Clause OB-19) (June 1988)

Unless otherwise specified, the cover page of each document prepared and submitted by the contractor to the Postal Service under this contract must include the following information:

- a. Name and business address of the contractor.
- b. Contract number.
- c. Name, position, and office location of the Postal Service's contracting officer's representative.
- d. Date of report.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 CERTIFICATE OF CONFORMANCE (Clause B-5) (October 1987)**

- a. When authorized in writing by the contracting officer, the contractor may use a Certificate of Conformance for supplies or services which are included in an end-item that would otherwise require inspection but not for an end-item. The right of inspection under the inspection provisions of this contract is not prejudiced by this procedure.
- b. The contractor's signed certificate must be attached to the inspection or receiving report.
- c. The Postal Service has the right to reject defective supplies or services within a reasonable time after delivery, by written notification to the contractor. The contractor must promptly replace, correct, or repair the rejected supplies or services at the contractor's expense.
- d. The certificate must read as follows:

"I certify that on [Contractor insert date], the [Insert contractor's name] furnished the supplies or services called for by Contract No. via [Carrier] on [Identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of
Execution:
Signature:
Title:

E.2 QUALITY ASSURANCE

The contractor's inspection system must be in accordance with best commercial practices for the contemplated system.

E.3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (Clause 2-4) (October 1987)

- a. The contractor must test all units specified in the Schedule A, Items and Prices of this contract prior to shipping and after installation. The contractor must give the notice specified to the contracting officer, in writing, of the time and location of the testing so that the Postal Service may witness the tests.
- b. The contractor must submit to the contracting officer the first article test report marked "First Article Test Report" and identifying the contract number and lot/item number. After the Postal Service receives the test report, the contracting officer will notify the contractor in writing, of the conditional approval, approval, or disapproval of the first article. The notice of approval or conditional approval does not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval will state any further action required of the contractor. A notice of disapproval will cite reasons for the disapproval.

- c. If the first article is disapproved, the contractor, upon request of the Postal Service, must repeat any or all first article tests. After each request for additional tests, the contractor must make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following a disapproval. The contractor must then conduct the tests and deliver another report to the Postal Service under the terms and conditions and within the time specified by the Postal Service. The Postal Service must take action on this report within the same time limit referred to in paragraph b above. The Postal Service reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Postal Service related to these tests.
- d. If the contractor fails to deliver any first article report on time, or the contracting officer disapproves any first article, the contractor will be deemed to have failed to make delivery within the meaning of the Default clause.
- e. Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- f. If the Postal Service does not act within the time limit referred to in paragraphs b and c above, the contracting officer will, upon timely written request from the contractor, equitably-adjust under the Changes clause the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- g. Before first article approval, acquisition of materials or components for the balance of the contract quantity or commencement of production is at the contractor's sole risk.
- h. Costs incurred under paragraph g above are not allocable to this contract for progress payments before first article approval or for a termination settlement in the event of termination for convenience before first article approval.

E.4 DELAYED ACCEPTANCE (Clause 2-6) (October 1987)

- a. Acceptance under this contract will not occur until the contractor has successfully completed the pre-acceptance tests of the kiosk units. The pre-acceptance test will take place at the contractor's facility and shall be conducted before kiosk unit is shipped to its destination.
- b. The contractor will remove any equipment and material not accepted under this contract and restore the Postal Service facility to its original condition, at no cost to the Postal Service.
- c. The contractor will pay the costs of testing for all equipment and materials rejected for failure to meet the pre-acceptance test requirements.

E.5 INSPECTION AND ACCEPTANCE--SYSTEMS

- a. System Acceptance Performance Criteria--. The proposed system will be considered acceptable to the Postal Service when the Postal Service's personnel have verified that the system has been installed and made ready for use and the performance test has been conducted in accordance with the acceptance performance criteria specified. No system will be certified as ready for use until all equipment and software for that site, as specified on the delivery order, are ready for use.

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b. Standard of Performance and Acceptance of System. A standard of performance must be met before any system (equipment, software, or other material) is accepted by the Postal Service. These procedures also apply to replacement of substituted equipment, software, or other material added or field modified after a successful performance trial has been completed on the system.

1. The performance period begins when the contractor has certified that the system and software are ready for use and ends when the system has met the standard of performance period of 5 consecutive calendar days by operating at an effectiveness level of 99.5 percent or more.
2. The contractor shall have 15 calendar days from the start of the test to meet the standard of performance of 99.5 percent or more for five consecutive days. If the equipment fails and replacement parts are used, the test will be restarted and the equipment must perform at 99.5 percent for five consecutive days within the 15 day period.
3. If the system hardware or software fails to meet the standard of performance after 30 calendar days from the installation date, the Postal Service may exercise its rights under the warranty and warranty of service clauses.
4. All kiosk station shall operate at an effectiveness level of ninety-nine point five percent (99.5%) when averaged over each one (1) month period. The kiosk shall be capable of operation, when installed, twenty-four (24) hours a day, seven (7) days a week. In the event that any kiosk system drops below ninety-nine point five percent (99.5%) for two (2) consecutive months, the contractor shall replace the subject kiosk system with an identical but properly functioning unit at no cost to the U.S. Postal Service.

The effectiveness level is calculated as:

$$\frac{[(\text{Operational minutes per month}) - (\text{Minutes downtime per month})]}{(\text{Operational minutes per month})}$$

Downtime includes all the time the kiosk was not operational including the time it took to effect repairs but excluding the time between notification and 7 am if the failure took place after business hours or off-days.

5. Operational use time for performance testing of a system is defined as the accumulated time during which the system is in actual operation in accordance with the acceptance test plan.
6. Operational use time for performance testing of a machine added, field-modified, substituted, or replaced is defined as the accumulated time during which the machine is in actual use in accordance with the acceptance test plan.
7. System failure downtime is that period of time when any machine in the system is inoperable because of equipment or software failure.
8. Downtime for each incident begins at the time the Postal Service makes a bona fide attempt to contact the contractor's designated representative, at the prearranged contact point, and ends when the system or machine is again operating. Downtime excludes the actual travel time required by the contractor's maintenance personnel up to two hours on the day the service was requested.
9. The contractor must maintain appropriate daily records to satisfy the performance requirements and will notify the Postal Service, in writing, the date of the first day of a successful performance period.
10. Equipment, software, or other material will not be accepted and payment will not be made until the standard of performance is met. The date of acceptance and payment begins the first day of a successful performance period.
11. Operational use time and downtime will be measured in hours and whole minutes.

c. Acceptance Test Plan. The offeror's proposal must provide a preliminary version (detailed outline) of an acceptance test plan. A completed plan must be submitted five working days after

contract award. The Postal Service will review the plan within ten working days after submission. The Postal Service reserves the right to disapprove the plan, and the offeror must correct unacceptable areas before re-submission. The approved acceptance test plan will form the basis for testing during the performance period. The contractor-furnished plan must include rerunning those portions of the test demonstration applicable to the configuration. The plan must provide for running actual Postal Service work as it is available during the performance period. The execution of the test plan must meet the performance criteria specified in this contract.

d. Inspection and Acceptance of Maintenance

1. All services (includes services performed, materials furnished or used in performance of services, and workmanship in the performance of services) is subject to inspection and test by the Postal Service, to the extent practicable at all times and places during the term of the contract. The Postal Service must conduct inspections in such a manner as not to delay work.
2. If any services performed do not conform to the requirements of this contract, the Postal Service may require the contractor to perform the services again in conformity with the contract requirements at no additional increase in total contract price. When the services to be performed are such that the defect cannot be corrected by re-performance, the Postal Service may--

- (a) Require the contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the contract requirements;
- (b) Reduce the contract price to reflect the reduced value of the services performed; or
- (c) Terminate this part of the contract.

3. In the event the contractor fails to perform the services again or to take the necessary steps to ensure future performance of the services in conformity with the contract requirements, the Postal Service may terminate this contract for default as provided in the Default clause.

4. The contractor must provide and maintain an inspection system acceptable to the Postal Service covering the services to be performed. The contractor's records of all inspection work must be kept complete and must be available to the Postal Service during the term of this contract and for such longer period as may be specified elsewhere in this contract.

E.6 INSPECTION AND ACCEPTANCE (Clause OB-11) Alternate I (June 1988)

- a. The contracting officer or a duly authorized representative will perform inspection and acceptance of any supplies or services provided under this contract.
- b. Initial inspection will be performed at the contractor's facility
- c. Final acceptance will be performed at the location where the Kiosk system is deployed.

E.7 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (Clause OB-21)
ALTERNATE I (June 1988)

Don Nacke is hereby designated the contracting officer's representative (COR). The COR may be changed at any time by the Postal Service without prior notice to the contractor, but notification of the change, including the name and address of the successor COR, will be promptly provided to the contractor by the contracting officer in writing.

The COR is located at: 475 L'Enfant Plaza SW

Room 2140
Washington DC 20260

The COR's telephone number is: 202-268-4660

The responsibilities and limitations of the COR are as follows:

1. The COR is responsible for the technical aspects of the project and technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all reports and has such other responsibilities as may be specified in the contract.
2. The COR is not authorized to make any commitments or otherwise obligate the Postal Service or authorize any changes that affect the contract price, terms, or conditions. Any contractor request for changes must be referred to the contracting officer directly or through the COR. No such changes shall be made without the express prior authorization of the contracting officer. The COR may designate assistant CORs to act for the COR by naming them in writing and transmitting a copy of the designation through the contracting officer to the contractor.

E.8 DELEGATION OF INSPECTION AND ACCEPTANCE (Clause OB-34) (June 1988)

The contracting officer's representative is hereby delegated the responsibility and authority to conduct inspection and acceptance duties for this contract.

SECTION F - PAYMENT AND FUNDING**F.1 INVOICES (Clause B-20) (June 1988)**

- a. The contractor's invoices must be submitted before payment can be made.
- b. The contractor agrees that submission of an invoice to the Postal Service for payment is a certification that:
 1. Any services being billed for have been performed in accordance with the contract requirements; and
 2. Any supplies for which the Postal Service is being billed have been shipped or delivered in accordance with shipping instructions issued by the contracting officer in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated in the contract.
- c. To ensure prompt payment, an invoice must be submitted for each destination and each shipment. Each invoice must contain:
 1. The contractor's name and address;
 2. The contract number;
 3. Any applicable task or delivery order number;
 4. A description of the supplies or services and the dates delivered or performed;
 5. The point of shipment or delivery;
 6. Any applicable unit prices and extensions;
 7. Shipping and payment terms; and
 8. Any additional information required by the contract.

F.2 INTEREST (Clause B-22) (December 1989)

The Postal Service will pay interest on late payments and unearned prompt payment discounts in accordance with the Prompt Payment Act, 31 U.S.C. 3901 et. seq., as amended by the Prompt Payment Act Amendments of 1988, P.L. 100-496.

F.3 PAYMENT--FIXED-PRICE (Clause 5-1) (October 1987)

The Postal Service will pay the contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for work or supplies delivered and accepted or services rendered and accepted, less any deductions provided for by the contract. Unless the contract otherwise specifies, payment will be made on partial deliveries accepted by the Postal Service if-

- a. The amount due on the deliveries warrants it; or
- b. The contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price, whichever is less.

F.4 PAYMENT SCHEDULE

1. The contractor shall be paid for Phase I in accordance with the following schedule:

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Line Item 0001: Payment to the contractor shall be made within 30 days after USPS takes final acceptance of line item 0001.

Line Item 0002: Payment to the contractor shall be made within 30 days after USPS takes final acceptance of line item 0002.

Line Item 0003: Payment to the contractor shall be made within 30 days after USPS takes final acceptance of line item 0003.

Line Item 0004: Payment to the contractor shall be made within 30 days after USPS takes final acceptance of line item 0004.

Line Item 0005: Payment to the contractor shall be made within 30 days after USPS takes final acceptance of line item 0005.

Line Item 0006: Payment to the contractor shall be made on a monthly basis for line item 0006.

Line Item 0007: Payment to the contractor shall be made on a monthly basis for line item 0007.

Line Item 0008: Payment to the contractor shall be made within 30 days after USPS takes final acceptance of line item 0008.

Line Item 0009: Payment to the contractor shall be made within 30 days after USPS takes final acceptance of line item 0009.

Line Item 0010: Payment to the contractor shall be made within 30 days after USPS takes final acceptance of line item 0010.

Line Item 0011: Payment to the contractor shall be made within 30 days after USPS takes final acceptance of line item 0011.

Line Item 0012: Payment to the contractor shall be made within 30 days after USPS takes final acceptance of line item 0012.

To determine if the Technical Data Package is complete the USPS will have an independent laboratory build a kiosk system in accordance with specifications stated in the Technical Data Package provided to the USPS by the contractor. Once the independent laboratory has built and operate a successful kiosk system in accordance with the specifications stated in the Technical Data Package, the USPS shall take final acceptance of the Technical Data Package and the contractor will be paid. The contractor shall notify and state to the USPS all long lead time items which are necessary to produce the Kiosk System at the time the Demonstration Kiosks (Line Item 0002) are delivered to the USPS. The independent laboratory has forty five (45) days from the date which the USPS provides the Technical Data Package to the independent laboratory to build the Kiosk unit in accordance with the specifications stated in the Technical Data Package.

Line Item 0013 (Option): Payment to the contractor shall be made within 30 days after USPS takes final acceptance of Line Item 0013.

Line Item 0014 (Option): Payment to the contractor shall be made within 30 days after USPS takes final acceptance of Line Item 0014.

Line Item 0015 (Option): Payment to the contractor shall be made within 30 days after USPS takes final acceptance of Line Item 0015.

Line Item 0016: Payment to the contractor shall be made within 30 days after USPS takes final acceptance of Line Item 0016.

Line Item 0017 (Option): Payment to the contractor shall be made within 30 days after USPS takes final acceptance of Line Item 0017.

Line Item 0018 (Option): Payment to the contractor shall be made within 30 days after USPS takes final acceptance of Line Item 0018.

Line Item 0019 (Option): Payment to the contractor shall be made within 30 days after USPS takes final acceptance of Line Item 0019.

Line Item 0020 (Option): Payment to the contractor shall be made within 30 days after USPS takes final acceptance of Line Item 0020.

2. If Phase II is exercised the contractor shall be paid for those items as follows:

Line Items 0021-0031: Payment to the contractor shall be made at the time that the USPS takes final acceptance of the line item.

Line Items 0032-0036: Payment to the contractor shall be made on a monthly basis.

Line Items 0037-0041: Payment to the contractor shall be made at the time that the USPS takes final acceptance of the new application.

Line Items 0042-0046: Payment to the contractor shall be made at the time that the USPS takes final acceptance of the integration of the new application.

Line Items 0047-0051: Payment to the contractor shall be made on a monthly basis.

F.5 METHOD OF PAYMENT (Clause OB-23) (June 1988)

a. Payments under this contract will be made either by check to the contractor or by wire transfer, when available, to an account in the contractor's name in a bank designated by the contractor at the option of the Postal Service.

b. The contractor must forward the information called for in this paragraph (b) in writing to the address indicated in the "Billing Instructions" on the Offer and Award page of this document not later than seven calendar days after receipt of notice of award.

1. Full name (if practicable), title, phone number, and complete mailing address of responsible official(s)--

(a) To whom check payments are to be sent; and

(b) Who may be contacted concerning the bank account information requested below.

2. The following bank account information for accomplishing wire transfers:

(a) Name, address, and telegraphic abbreviation of the receiving financial institution.

(b) Receiving financial institution's nine-digit American Bankers Association (ABA) identifying number for routing transfer of funds. Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System (FRCS).

(c) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(d) If the receiving financial institution does not have access to the FRCS, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide--

(1) Address and telegraphic abbreviation of the correspondent financial institution; and

(2) The correspondent financial institution's nine-digit ABA identifying number for routing transfer of funds.

c. Any changes to the information furnished under paragraph b above of this clause must be furnished in writing at least 30 calendar days before the effective date of the change. It is the contractor's responsibility to furnish these changes 30 calendar days before submitting invoices to avoid payments to erroneous addresses or bank accounts.

d. The document furnishing the information required in paragraphs (b) and (c) above must be dated and contain the signature, title, and telephone number of the contractor official authorized to provide it, as well as the contractor's name and contract number.

F.6 TRAVEL REQUIREMENTS

Phase I Travel

All travel costs associated with the line items stated in Phase I shall be included in the price proposal.

All Travel

Phase II Travel

Travel connected with the development of applications must be approved by the Contracting Officer. Any other travel for purpose other than maintenance, installation, site preparation will only be reimbursed if approved by the Contracting Officer.

Travel required of and performed by the contractor in direct performance of this contract will be reimbursed on a reasonable and actual basis in accordance with the Handbook F-10, Travel (available upon request from the contracting officer). Travel costs may include transportation, subsistence, and lodging. No General and Administrative (G&A) will be paid on travel.

SECTION G - SPECIAL CLAUSES**G.1 CONTRACT TYPE (Clause B-3) (February 1991)**

This is a firm-fixed price contract for line items 0001-0020 (Phase I).

If the options are exercised for Phase II, line items 0021-0031 and 0047-0051 will be fixed priced.

Line items 0037-0046 will be either fixed price delivery order or labor hours (based on fixed labor rates) delivery order. The decision of whether the order will be fixed price or labor hours will be communicated to the contractor at the time the Statement of Work is issued. The decision of whether it is a fixed price or labor hour delivery order will depend on the complexity of the application and the complexity of the integration involved. The USPS shall have the option to have other software development companies develop applications for the kiosk.

G.2 PROTECTION OF BUILDINGS, EQUIPMENT, AND VEGETATION (Clause B-26) (October 1987)

The contractor must use reasonable care to avoid damaging buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the installation site. If the contractor fails to do so and damages any buildings, equipment, or vegetation, the contractor must replace or repair the damage at no expense to the Postal Service, as directed by the contracting officer. If the contractor fails or refuses to make repair or replacement, the contractor will be liable for the cost of repair or replacement, which may be deducted from the contract price.

G.3 PERFORMANCE AT OCCUPIED SITE PREMISES (Clause B-27) (October 1987)

- a. In performing this contract, the contractor must -
1. Comply with applicable Occupational Safety and Health Standards (29 CFR 1910) promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970;
 2. Comply with any other applicable Federal, State, or local regulations governing workplace safety to the extent they do not conflict with a.1 above; and
 3. Take all other proper precautions to protect the safety and health of the contractor's employees, Postal Service employees, and the public.
- b. The contractor must coordinate its use of the premises with the installation head or other representative designated by the contracting officer. Subjects of this coordination include the designation of work and storage areas; the extent, if any, of use by the contractor of Postal Service tools and equipment; the furnishing by the contractor of appropriate signs and barricades to exclude unauthorized personnel from the work areas and to call attention to hazards and dangers; and other matters relating to the protection of Postal Service employees and property.

G.4 ORDER OF PRECEDENCE (Clause B-29) (February 1991)

Any inconsistency in the provisions of this solicitation, the contract awarded under this solicitation, or a contract awarded without the issuance of a written solicitation will be resolved by giving precedence in the following order:

- a. The Schedule.
- b. The solicitation provisions and instructions.
- c. Special clauses and general clauses.
- d. Provisions contained in attachments or incorporated by reference. This includes the statement of work, deliverables, etc.

G.5 USE OF HARDWARE OR SOFTWARE MONITORS (Clause 8-9)(October 1987)

- a. The contractor must permit inclusion or attachment of such devices as the Postal Service may choose to employ for the purpose of examining or measuring the activity within the delivered equipment. These devices include hardware monitors physically connected to the computer system and software monitors that may require portions of the computer system's control software to be displaced.
- b. The contractor may not prohibit the installation of these devices unless the particular device will cause significant or permanent damage to the computer system. The contractor must assist the Postal Service in identifying and locating device connections when requested by the Postal Service if the contractor provides the services to other customers. If attachments cause equipment failure, the Postal Service is liable for any damage, and any maintenance credit provisions contained in this contract do not apply.

G.6 SITE PREPARATION (Clause 8-10) (October 1987)

- a. The contractor must furnish in writing site preparation specifications, including communications requirements, as part of the systems proposal. These specifications must be in such detail as to ensure that the system to be installed will operate in accordance with the requirements of this contract.
- b. The contractor must prepare a detailed site plan tailored to the installation facility. The detailed site plan supplements the general specifications furnished as part of the systems proposal.
- c. The contractor must prepare the site at its own expense in accordance with the specifications and will maintain these site requirements throughout the contract term.
- d. If any alterations or modifications in site preparation are required involving additional expense to the Postal Service and are due to incomplete or erroneous specifications of the detailed site plan provided by the contractor, those expenses will be assessed to the contractor.
- e. Unless specified otherwise in the contractor's proposal, the Postal Service will be responsible for procurement, installation, and maintenance of non-contractor communication media necessary for the remote transmission of data.
- f. The contractor must inspect the site and furnish the Postal Service an inspection report 15 days before the scheduled installation.
- g. For Phase I installation and site preparation the USPS shall provide the contractor a list of all the locations where the market test kiosk systems will be located at the time it is decided where

the market systems will be located. USPS shall request the contractor to provide the USPS with pricing information concerning the site preparation. The USPS and the contractor shall negotiate a fair and reasonable price for the site preparation. The contract then shall be modified to reflect the price that the parties agree to.

h. For Phase II installation and site preparation the USPS shall provide the contractor a list of all locations where the production kiosk systems will be located. USPS shall request the contractor to provide the USPS with pricing information concerning the site preparation. The USPS and the contractor shall negotiate a fair and reasonable price for the site preparation. The contract then shall be modified to reflect the price that the parties agree to.

G.7 POSTAL SERVICE-FURNISHED PROPERTY

The Postal Service will provide item(s) of Postal Service property to the contractor for use in the performance of this contract. This property must be used and maintained by the contractor in accordance with the Postal Service Property clause of this contract. The USPS will furnish to the selected offeror the following items for use in the development of The Government Connection kiosk system:

- a) Still images, videos, sound recordings, and graphics for use with the multi-media presentations as available from the participating agencies.
- b) Previous specifications and other materials describing the requirements of any other Government entities that have elected to participate in the kiosk pilot effort prior to completion as available.
- c) One or more sets of the fabricated kiosk station hardware and the software maintenance workstation will be loaned back to the contractor, after acceptance, for use in development, testing, and maintenance support during the conduct of this contract.
- d) The USPS will purchase and provide to the selected contractor any Oracle Corporation products as required to complete this project.
- e) The USPS will provide office space, telephones, and utilities for the Transaction Service Manager. The Transaction Service Manager will be located in Raleigh, North Carolina.
- f) The USPS will provide all networking for Phase I that the Kiosk requires.

At the conclusion of this contract the contractor shall deliver to the USPS all equipment on loan and materials such as: test kiosk stations, computers, video equipment, printers, component hardware, utility and authoring software, graphics, presentation media, audio and video tapes, documentation, story boards, scripts, etc. generated, fabricated, and purchased for the fulfillment of this contract.

G.8 TECHNOLOGY ENHANCEMENT

a. The contractor is encouraged to propose technology enhancement of equipment, firmware, or software supplied under this contract by offering substitutions or modifications to such equipment, firmware, or software, whenever the Contractor can supply such items and meet the following criteria:

- 1. At least equivalent performance at the same or lower cost to the USPS.

2. It is compatible with other equipment, firmware, or software on the contract.
 - b. The USPS may allow technology enhancement when production of commercial equipment on the contract is discontinued by the contractor. No equipment may be substituted until the technology enhancement is authorized by written, bilateral modification to the contract. USPS may accept a substitute item when, in the opinion of the Contracting Officer (CO), the technology enhancement results in at least equivalent performance at the same or lower cost to the USPS.
 - c. The contractor may obtain technology enhancement by requesting equipment firmware, or software modification resulting in a change to the form, fit, or functional characteristics of the equipment. Such technology enhancement will not be added to the contract except by written, bilateral modification to the contract. The USPS may allow modification to commercial equipment on the contract when in the opinion of the CO the modified equipment provides at least equivalent performance at the same or lower cost to the USPS.
 - d. CO agreement is not required for technology enhancement resulting from equipment, firmware, or software modifications which do not change the form, fit, or functional characteristics of the equipment. Prior to commencement of such modifications, the Contractor shall automatically submit updates to the relevant documentation in order to satisfy the requirements for documentation as contemplated in the original contract.
 - e. All technology enhancement in accordance with paragraphs a, b, and c above must result in at least equal operability, maintainability, ability, and overall system's performance.
 - f. As a minimum the following information shall be submitted by the Contractor with each technology enhancement proposal:
 1. A description of the difference between the existing equipment and the proposed change, and the relative advantages.
 2. Suggested contract requirements which should be changed if the proposed technology enhancement is adopted.
 3. Complete proposal including a Postal Pricing Proposal if required by the Contracting Officer.
 4. An evaluation of the proposed change's effect on collateral costs, costs of related items, and costs of maintenance and operation. The Contractor is required to propose exchange/sale values for all USPS-owned property impacted by the technology improvement proposal.
 5. State when the modification adopting the technology enhancement must be issued to insure maximum benefit to the USPS and any effect on the contract completion time or delivery schedule; and
 6. Any other information required by the Contracting Officer.
 - g. Proposals for technology enhancement submitted to the CO will be processed expeditiously. The USPS will not be liable for preparation costs or delay in acting upon any proposal submitted pursuant to this clause. The decision of the CO to accept or reject any proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract.
 - h. The Contractor may identify any confidential and/or proprietary information contained in its proposal. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

G.9 DETERMINATION OF FAIR AND REASONABLE PRICING FOR PHASE II LINE ITEMS

The following applies to the pricing of Line Item 0021-0051 which are associated with Phase II:

Prior to exercising the options the USPS and the contractor shall enter into negotiations to determine fair and reasonable prices for line items 0021-0051. The USPS will base its negotiation position on actual cost (In order to determine the actual cost of the prototype systems the USPS will conduct an audit) of the prototype systems, learning curve analysis, and reasonable profit.

If the contractor and the USPS cannot agree to a price that is fair and reasonable to both parties, the USPS reserves the right to compete the production units utilizing the USPS unlimited data rights that are contained in the Technical Data Package. The contractor shall not be allowed to participate in the competition for the production models. The contractor will be required to provide a price for all of Phase II and a price for a portion of the production (the number of production units will be communicated to the contractor at the time of price negotiations) and the integration of the kiosk systems at the time it is determine that the parties cannot agree to a price. These two prices, price for performing all of Phase II and price for partial production and integration, shall be "frozen" and safeguarded by the USPS for the duration of the competitive Phase II procurement. If the competitive prices that the USPS receives in the competition are higher then the contractor's frozen prices, the USPS shall have the right to exercise the options for Line Items 0021-0051 at the contractor's frozen price within 180 days of the Postal Service's determination to reject all proposals under the competitive procurement for Phase II.

If the competitor(s) price is lower than the contractor's frozen price, the award will go to that competitor(s). The Phase I contractor at the option of the USPS may remain the system integrator (this will done by exercising Phase II Integration line items and Application Development line items which are stated in Section A, Items and Prices). This decision will be made at the time of Phase II award.

The USPS reserves the right to order production units from more than one supplier. In addition, the USPS reserves the right to award contracts under Phase II to more then one supplier.

G.10 TECHNICAL DATA PACKAGE VALIDATION

The Technical Data Package will not be finally accepted until it has been validated by an independent contractor which will construct a kiosk unit and operate it via the Transaction and Service Manager in accordance with the specifications, software and documentation provided in the Technical Data Package and test it for complete functionality in accordance with the statement of work. Contractor shall resolve all problems associated with the technical data package at no additional cost to the USPS

From and after the date of award of a contract for validation of the technical data package, and until the completion of that contract the contractor under this contract shall have no communication with the technical data package validation contractor unless written authorization is obtained from the contracting officer. Communication is defined as: no phone calls, site visits, any form of e-mail or electronic communication, no mail correspondence, or personal contact. Failure to abide by the above rules shall result in breach of contract and possible termination for default with re-procurement costs being assessed by the USPS.

The contractor shall promptly report any and all violations stated in the paragraph immediately above to the contracting officer.

G.11 UNBALANCED PRICE PROPOSAL

The USPS may determine that an offeror is unacceptable if the prices proposed are materially unbalanced between line or sub-line items. An offer is materially unbalanced when it is based on prices significantly less than cost for the same work and prices which are significantly over stated in relation to cost for other work, and if there is reasonable doubt that the offer will result in overall lowest cost to the USPS, even though it may be the lowest evaluated offer.

PART 2 - CLAUSES AND ATTACHMENTS

SECTION H - GENERAL CLAUSES

H.1 CLAUSES BY REFERENCE

The following clauses are incorporated by reference as if set forth in full text. The full text versions of these clauses are available upon request.

DEFINITIONS (Clause B-1) (June 1988)
CHANGES (Clause B-2) (October 1987)
ASSIGNMENT OF CLAIMS (Clause B-8) (October 1987)
CLAIMS AND DISPUTES (Clause B-9) (June 1988)
PRICING OF ADJUSTMENTS (Clause B-10) (October 1987)
TERMINATION FOR CONVENIENCE (Clause B-11) (October 1987)
TERMINATION FOR DEFAULT (Clause B-13) (October 1987)
EXAMINATION OF RECORDS (Clause B-14) (October 1987)
SUBCONTRACTS (Clause B-18) (October 1987)
CHANGE-ORDER ACCOUNTING (Clause B-21) (October 1987)
ADVERTISING OF CONTRACT AWARDS (Clause B-25) (June 1988)
SAFETY AND HEALTH STANDARDS (Clause B-28) (October 1987)
OFFICIALS NOT TO BENEFIT (Clause 1-4) (October 1987)
GRATUITIES OR GIFTS (Clause 1-5) (April 1993)
CONTINGENT FEES (Clause 1-6) (October 1987)
BANKRUPTCY (Clause 6-1) (January 1991)
FEDERAL, STATE, AND LOCAL TAXES (SHORT FORM) (Clause 7-7) (June 1988)
NONDISCLOSURE (PROFESSIONAL SERVICES) (Clause 8-1) (October 1987)
CONVICT LABOR (Clause 10-3) (October 1987)
EQUAL OPPORTUNITY (Clause 10-9) (October 1987)
AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (Clause 10-15) (October 1987)
AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE
VIETNAM ERA (Clause 10-16) (October 1987)
PREFERENCE FOR DOMESTIC SUPPLIES (Clause 10-17)(January 1991)
CLEAN AIR AND WATER (Clause 10-19) (October 1987)
CONSULTANT SERVICES AND CONSENT (Clause OB-27)(June 1988)

H.2 OPTION ITEM

This clause is applicable to Phase I Line Items 0013-0015 and 0017-0020:

The Postal Service may increase the quantity of supplies called for in this contract by requiring the contractor to deliver the kiosk units specified in line items 0013-0015 and 0017-0020. The contracting officer may exercise this option, at any time within the period specified in Section A, Items and Prices, of this contract by giving written notice to the contractor. Delivery of the items added by the exercise of this option will continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties otherwise agree.

H.3 OPTION ITEM

This clause is applicable to Phase II Line Items 0021-0031:

The Postal Service may increase the quantity of supplies called for in this contract by requiring the contractor to delivery the kiosk units specified in line items 0021-0031. The contracting officer may exercise this option, at any time within the period specified in Section A, Items and Prices, of this contract by giving written notice to the contractor. Delivery of the items added by the exercise of this option will continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties otherwise agree.

H.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (Clause 2-20) (October 1987)

This clause is applicable to Phase II Line Items 0032-0051:

This contract is renewable, at the option of the Postal Service, by the contracting officer giving written notice of renewal to the contractor within the period specified in the Section A, Items and Prices. If the Postal Service exercises this option for renewal, the contract as renewed includes this option clause. The duration of this contract, including renewals, may not exceed the time limit set forth in the Section A, Items and Price.

H.5 OPTION TO EXTEND SERVICES

The Postal Service may require the contractor to continue to perform any or all items of services under this contract. The contracting officer may exercise this option, for a period that shall not exceed 1 year. This will done by giving written notice to the contractor within 60 days of contract expiration. The price associated with this effort will be negotiated at the time the option to extend services is exercised.

H.6 SUBCONTRACTOR COST OR PRICING DATA (Clause 5-23)(October 1987)

a. Before awarding any subcontract or pricing any subcontract modification, the contractor must require the subcontractor to submit cost or pricing data whenever cost or pricing data are required by chapter 5 of the USPS Procurement Manual.

b. If the subcontractor is required to submit cost or pricing data under paragraph a above, then the contractor must insert the substance of this clause, including this paragraph b, in the subcontract.

The contractor acknowledges that confidential information might be generated or made available during the course of performance of this agreement. In addition to the restrictions on disclosure established under the contractor's code of ethics, the contractor specifically agrees not to disclose any information received or generated under this contract, unless its release is approved in writing by the contracting officer. The contractor further agrees to assert any privilege allowed by law and to defend vigorously Postal Service rights to confidentiality.

H.7 CONFLICT OF INTEREST (Clause 8-2) (October 1987)

- a. In addition to the obligations embodied in the contractor's code of ethics, the contractor specifically agrees that there is no conflict of interest arising from the services to be provided under this agreement. The contractor further agrees that no employee, principal, or affiliate is in any such conflict.
- b. The contractor will immediately notify the contracting officer whenever any non-Postal Service client requests or receives any professional advice, representation, or assistance regarding the Postal Service, whether or not related to the services provided under this agreement.
- c. The Postal Service reserves the right to refuse to allow the contractor to undertake any conflicting agreements with non-Postal Service clients, or to terminate this agreement without cost to the Postal Service if the contracting officer determines that a conflict of interest exists.

H.8 KEY PERSONNEL (Clause 8-6) (October 1987)

- a. To the extent that the statement of work provides for services to be performed by key personnel, those services must be performed by the personnel identified in the contractor's proposal to perform them unless substitutes have been approved in writing by the contracting officer. Use of junior personnel, even under key personnel supervision (for example, associates or student workers), is not authorized unless they are identified in the contractor's proposal by name or position, with a description of their duties.
- b. This agreement may be terminated if the key personnel named in the contractor's proposal become unavailable for any reason. If the unavailability of key personnel is not the fault of the contractor, the contracting officer may terminate by giving notice of termination. The contractor will be paid for services performed up to the date of termination. If the contracting officer finds that the contractor is at fault for the unavailability of key personnel, the agreement may be terminated for default.

H.9 DEFINITION OF KEY PERSONNEL (Clause OB-165) (June 1988)

- a. The contractor must assign to this contract the following key personnel:

Name of Individuals	Position Description
	Program Manager
	Application Development Manager
	Hardware Development Manager
	Transaction & Service Manager
	Development Manager
	System Operation Manager
	Database Design Manager
	Creative Arts Manager
	Content Development Manager
	Maintenance Manager

- b. During the first ninety (90) days of performance, the contractor must make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor must notify the contracting officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the contractor must submit the information required by paragraph (c) to the contracting officer at least 15 days prior to making any permanent substitutions.

c. The contractor must provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the contracting officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The contracting officer will notify the contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.10 ORGANIZATIONAL CONFLICT OF INTEREST (Clause 8-14)(October 1987)

Note: The following clause will be included in any contract resulting from this solicitation unless an alternative is submitted and negotiated to the satisfaction of the Postal Service.

a. Definitions

1. "Contractor" means the organization signing this agreement.
2. "System supplier" means any firm furnishing to the Postal Service or its contractors as a prime contractor any production or development of hardware or software components or subassembly of a system; or such a firm's subsidiaries, its parent corporation, or any subsidiary of the parent corporation.
3. "Affiliates" means parent corporation, parent corporation subsidiaries, any entity into or with which the contractor may subsequently merge, or any other successor or assignee of the contractor.

b. Warranty Against Existing Conflict of Interest. The contractor warrants and represents that, to the best of its knowledge and belief, it does not presently have any organizational conflict of interest that would diminish its capacity to provide impartial, technically sound, objective research assistance or advice, or would result in a biased work product, or might result in an unfair competitive advantage, except advantages flowing from the normal benefits of performing this agreement.

c. Restrictions on Contracting. The contractor agrees that, during the term of this agreement, any extensions thereto, and for a period of two years thereafter, neither the contractor nor its affiliates will enter into any contracts with the system suppliers -

1. Under which the contractor or its affiliates will sell any system, equipment, or major component thereof for which the contractor prepared any work statements or specifications, or conducted studies or performed any task under this agreement; or
2. To provide any research, support, analysis, or consulting services for which the contractor prepared any work statements or specifications, or conducted studies or performed any task under this agreement. Notwithstanding the foregoing, the contractor is not precluded from furnishing to the Postal Service or the U.S. Government any support, analysis, or consulting service related to any system.

d. Information Exclusion. The contractor agrees that during the term of this agreement, any extensions thereto, and for a period of two years thereafter, neither the contractor nor its affiliates will consult with or discuss with the system suppliers any aspect of the work of this agreement except as is necessary for the performance of the work hereunder.

e. **Possible Future Conflicts of Interest.** The contractor agrees that, if after award of this agreement, it discovers any organizational conflict of interest that would diminish its capacity to provide impartial, technically sound, objective research assistance or advice, or would result in a biased work product, or might result in an unfair competitive advantage, except advantages flowing from the normal benefits of performing this agreement, the contractor will make an immediate and full disclosure in writing to the contracting officer, including a description of the action the contractor has taken or proposes to take to avoid, eliminate, or neutralize this conflict of interest.

f. **Nondisclosure of Proprietary Data**

1. The contractor recognizes that, in performing orders under this agreement, it may receive information submitted on a proprietary basis by the system suppliers. To the extent that and for as long as this information is proprietary and is identified as such, the contractor agrees to use and examine it exclusively in the performance of these orders and to take the steps necessary to prevent its disclosure to any third party without the prior written consent of the contracting officer.

2. The contractor agrees to indoctrinate its personnel who will have access to proprietary information as to the proprietary nature of the information, and the relationship under which the contractor has possession of this information.

3. The contractor agrees to limit access to the proprietary information obtained, generated, or derived; and to limit participation in the performance of orders under this agreement to those employees whose services are necessary for performing them.

g. **Postal Remedy.** If the contractor breaches or violates any of the warranties, covenants, restrictions, disclosures, or nondisclosures set forth under this Organizational Conflict of Interest clause, the Postal Service may terminate this agreement, in addition to any other remedy it may have for damages or injunctive relief.

H.11 MANUFACTURE OF REPAIR PARTS (Clause 9-18) (December 1992)

In addition to the Postal Service rights specified in the "Limited Rights Notice" of the clause entitled "Rights in Technical Data" (October 1987), paragraph g, the Postal Service has the unilateral right to use competitive procedures to procure repair parts or assemblies for the equipment or supply items being developed or manufactured under this contract. If the repair parts or assemblies have been identified as being subject to protection under the "Limited Data Rights" or "Restricted Computer Software" provisions of this contract, the Postal Service will obtain a nondisclosure agreement from the interested offerors prior to releasing any drawings, specification or other descriptive documentation suitable for manufacturing or reproducing such repair parts or assemblies.

H.12 PARTICIPATION OF SMALL, MINORITY-OWNED, AND WOMAN-OWNED BUSINESSES (Clause 10-1) (December 1989)

a. The policy of the Postal Service is to encourage the participation of small, minority-owned, and woman-owned businesses in its purchases of supplies and services to the maximum extent practicable consistent with efficient contract performance. The contractor agrees to follow the same policy in performing this contract.

b. The contractor will submit a report to the contracting officer within 10 calendar days after the end of each quarter, describing all subcontract awards to small, minority-owned, or woman-owned businesses. The contractor agrees to cooperate in any studies or surveys related to small, minority-owned, and woman-owned business subcontracting that may be conducted by the Postal Service.

H.13 SMALL, MINORITY-OWNED, AND WOMAN-OWNED BUSINESS SUBCONTRACTING REQUIREMENTS (Clause 10-2) (February 1992)

a. Definitions.

1. **Affiliates.** Businesses connected by the fact that one controls or has the power to control the other, or a third party controls or has the power to control both. Factors such as common ownership, common management, and contractual relationships must be considered. Franchise agreements are not considered evidence of affiliation if the franchisee has a right to profit in proportion to its ownership and bears the risk of loss or failure.
2. **Commercial product.** A product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. As used in this clause, it also means any product that, in the opinion of the contracting officer, differs only insignificantly from the contractor's commercial product.
3. **Dominant.** This includes being a controlling or major influence in a market in which a number of businesses are primarily engaged. Factors such as business volume; number of employees; financial resources; competitiveness; ownership or control of materials, processes, patents, and license agreements; facilities; sales territory; and nature of the business must be considered.
4. **Minority-owned business.** A business concern at least 51 percent of which is owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely, U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. ("Native Americans" means American Indians, Eskimos, Aleuts, and Native Hawaiians. "Asian-Pacific Americans" are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Cambodian, Taiwanese or in the U.S. Trust Territories of the Pacific Islands. "Asian-Indian Americans" are U.S. citizens whose origins are in the Indian Subcontinent.)
5. **Number of employees.** Average employment (including domestic and foreign affiliates), based on the number of people employed (whether full-time, part-time, or temporary), during each pay period of the preceding 12 months, or, if the business has been in existence less than 12 months, during each pay period of its existence.
6. **Small business.** A business, including affiliates, that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.
7. **Woman-owned business.** A business at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.

8. Subcontract. Any agreement (other than one involving an employer-employee relationship) entered into by a Postal Service contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.
- b. All offerors who are not small businesses must submit and negotiate a subcontracting plan that separately addresses subcontracting with small, minority-owned, and woman-owned businesses. This plan will be included in and made a part of the contract. The subcontracting plan must be negotiated within the time specified by the contracting officer. Failure to submit and negotiate the subcontracting plan will make the offeror ineligible for award.
- c. The offeror's subcontracting plan must include the following:
1. Goals, in terms of percentages of total planned subcontracting dollars, for the use of small, minority-owned and woman-owned businesses. The offeror must include all subcontracts that contribute to contract performance, and may include a proportionate share of supplies and services that are normally allocated as indirect costs.
 2. A statement of the:
 - (a) Total dollars planned to be subcontracted; and
 - (b) Total dollars planned to be subcontracted to small, minority-owned and woman-owned businesses.
 - (c) The plan may also include goals for small and woman-owned business participation.
 3. A description of the principal types of supplies and services to be subcontracted, identifying the types planned for subcontracting to small, minority-owned, and woman-owned businesses.
 4. A description of the method used to develop the subcontracting goals.
 5. A description of the method used to identify potential sources for solicitation purposes.
 6. A statement as to whether the offer included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small, minority-owned, and woman-owned businesses.
 7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the individual's duties.
 8. A description of efforts the offeror will make to ensure that small, minority-owned, and woman-owned businesses have an equitable opportunity to compete for subcontracts.
 9. Assurances that the offer will (a) include this clause in all subcontracts expected to exceed \$500,000; and (b) require all subcontractors receiving subcontracts in excess of \$1,000,000 (\$500,000 for construction) to adopt a plan similar to the plan agreed to by the offeror.
 10. A recitation of the types of records the offeror will maintain to demonstrate procedures adopted to comply with the requirements and goals in the plan. The records must include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
 - (a) Source lists, guides, and other data identifying small, minority-owned, and woman-owned businesses.

- (b) Organizations contacted in an attempt to locate sources that are small, minority-owned, and woman-owned businesses.
- (c) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether small, minority-owned, and woman-owned businesses were solicited and if not, why not, and whether award was made to a small, minority-owned, or woman-owned business.
- (d) Records to support subcontract award data, including the name, address, and business size of each subcontractor. Contractors having company- or division-wide annual plans need not comply with this requirement.
- d. In order to implement this plan effectively, the contractor must take the following steps:
1. Assist small, minority-owned, and woman-owned businesses by arranging solicitations, time for proposal preparation, quantities, specifications, and delivery schedules so as to facilitate their participation. When the contractor's lists of potential small, minority-owned, and woman-owned business subcontractors are excessively long, reasonable effort should be made to give all such businesses an opportunity to compete over a period of time.
 2. Consider the abilities of small, minority-owned, and woman-owned businesses in all "make-or-buy" decisions.
 3. Counsel and discuss subcontracting opportunities with representatives of small, minority-owned, and woman-owned businesses.
- e. A master subcontracting plan on a plant- or division-wide basis containing all the elements required by paragraph c above, except goals, may be incorporated by reference as part of the subcontracting plan required by this clause, provided:
1. The master plan has been approved;
 2. The offeror provides to the contracting officer copies of the approved master plan and evidence of approval; and
 3. Goals and any deviations from the master plan deemed necessary by the contracting officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- f. If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and non-commercial products, rather than solely to the Postal Service contract. In these cases, the offeror may, with the concurrence of the contracting officer, submit one company-wide or division-wide annual plan.
1. The annual plan must be reviewed for approval by the Postal Service purchasing office awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year.
 2. The approved plan must remain in effect during the offeror's fiscal year for all of the offeror's commercial products.
- g. The contractor may rely on written representations by subcontractors regarding their status as small, minority-owned or woman-owned business concerns.

h. In determining the offeror's responsibility, the contracting officer may consider the offeror's compliance with subcontracting plans under previous contracts.

i. Failure of the contractor or subcontractor to comply in good faith with this clause or an approved plan required by this clause will be a material breach of the contract.

H.14 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (Clause 10-4) (April 1989)

a. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work may require or permit any laborer or mechanic to work more than 40 hours in any workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act, unless the laborer or mechanic receives compensation at a rate not less than one-and-one-half times the laborer's or mechanic's basic rate of pay for all such hours worked in excess of 40 hours.

b. Violation, Liability for Unpaid Wages, and Liquidated Damages. In the event of any violation of paragraph a above, the contractor and any subcontractor responsible for the violation are liable to any affected employee for unpaid wages. The contractor and subcontractor are also liable to the Postal Service for liquidated damages, which will be computed for each laborer or mechanic at \$10 for each day on which the employee was required or permitted to work in violation of paragraph a above.

c. Withholding for Unpaid Wages and Liquidated Damages. The contracting officer may withhold from the contractor, from any moneys payable to the contractor or subcontractor under this or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, sums as may administratively be determined necessary to satisfy any liabilities of the contractor or subcontractor for unpaid wages and liquidated damages pursuant to paragraph b above.

d. Records. The contractor or subcontractor must maintain for three years from the completion of the contract for each laborer and mechanic (including watchmen and guards) working on the contract payroll records which contain the name, address, social security number, and classification(s) of each such employee, hourly rates of wages paid, number of daily and weekly hours worked, deductions made, and actual wages paid. The contractor or subcontractor must make these records available for inspection, copying, or transcription by authorized representatives of the contracting officer and the Department of Labor, and must permit such representatives to interview employees during working hours on the job. (The Department of Labor information collection and record keeping requirements in this paragraph d have been approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

e. Subcontracts. The contractor must insert paragraphs a through d of this clause in all subcontracts, and must require their inclusion in all subcontracts at any tier.

H.15 EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF SUBCONTRACTS (Clause 10-11) (October 1987)

The contractor may not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the contracting officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore eligible for award.

H.16 OPERATION ON OTHERS PROPERTY (Clause OB-43) (June 1988)

The contractor agrees to cooperate with other organizations while on their property in performing the work called for by this contract.

H.17 ACCESS TO SITE (Clause OB-44) (June 1988)

The contractor's access to the site and use of existing roads will be as directed by the contracting officer or a designee.

H.18 STANDARDS OF EMPLOYEE CONDUCT (Clause OB-47) (June 1988)

The contractor is responsible for maintaining satisfactory standards of employee competency, conduct and integrity.

H.19 CHANGE-OVER AGREEMENT (Clause OB-48) (June 1988)

- a. The contractor recognizes that it may be replaced at the end of the contract by a successor contractor in the performance of the work. The contractor agrees to use its best efforts to effect an orderly and efficient transition to any successor contractor and its employees during a transition period to be specified by the contracting officer.
- b. The contractor also recognizes the importance to the Postal Service of retention of personnel experienced in the work. Therefore, if the contractor is replaced by a successor, the contractor agrees to cooperate in the releasing of any of its employees who desire to continue with the work.
- c. The contractor also recognizes that the ability to retain experienced personnel on the work may be significantly enhanced if the personnel can remain without appreciable loss of earned fringe benefits. In this regard, the contractor agrees to make available to the Postal Service all records or other data that may be required to properly ascertain earned benefits of the employees and their position relative to contractor's fringe benefits program.

H.20 REPLACEMENT PARTS AVAILABILITY

The contractor guarantees that replacement parts for each machine in this contract will be available for the system's or item's life. The contractor must notify the Postal Service at least 180 days before anticipated phase-out of any replacement parts. If parts will not be available from the contractor and the Postal Service has a continued need for them, the Postal Service may require the contractor to furnish data to assist the Postal Service in obtaining them from another source. This clause shall be passed on to all subcontractors and supplies to this contract.

SECTION I - LIST OF ATTACHMENTS

<u>Attachment No.</u>	<u>Description</u>	<u>Number of Pages</u>
A	Statement of Work	51
B	Ergonomic Requirements	9
C	Examples of Application Story-Boards	68
D	Bidders Mailing List	6

PART 3 - SOLICITATION PROVISIONS

SECTION J - INSTRUCTIONS TO OFFERORS

J.1 SUBMISSION OF FINANCIAL STATEMENTS (Provision OA-27) (July 1988)

Specific reference is made to Section J, Provision A-1, Preparation of Proposals.

For the purpose of this requirement, the term "current financial statement" is defined as the data (including both the Balance Sheet and Income Statement covering each of the offeror's immediate past two fiscal years (normally the most Annual Reports), together with an interim report to as near the submission date as possible. These guidelines are to be observed:

- a. Statements shall be prepared in accordance with Generally Accepted Accounting Principles.
- b. Statements shall include all required notes to the Financial Statements.
- c. Statements must be certified by either a company executive as to the accuracy and veracity of the statements, or by an opinion statement on the fairness of the presentation after review by independent auditors.
- d. The Income Statements must incorporate or have attached "Schedule of Cost and Goods Sold." This schedule must reflect Direct Materials, Direct Labor, and Overhead used to compute the cost of goods sold amount.

It may become necessary for the offeror to submit additional financial information prior to award.

Financial information received will be treated as confidential and will not be used for purposes other than evaluation of financial responsibility.

The offeror shall place this information in Tab N of its price proposal. This information shall be provided to the USPS in hard copy (in a separate section of the price proposal clearly labeled) and electronic format. The electronic format shall be either Microsoft Excel for Windows Version 4.0 or Lotus 1-2-3 for Windows Version 4.0. The file shall be named "Balance" for the Balance Sheet Information and "Income" for the Income Statement Information.

J.2 TYPE OF CONTRACT

Phase I

The Postal Service plans to award a firm fixed price type of contract under this solicitation for all line items 0001-0020 stated in Section A, Items and Prices for Phase I. All proposals must be submitted on this basis. Alternate proposals based on other contract types will not be considered.

Phase II

The Postal Service plans to award a firm fixed price type of contract under this solicitation for all line items 0021-0036 and line items 0047-0051 stated in Section A, Items and Prices for Phase II. All proposals must be submitted on this basis. Alternate proposals based on other contract types will not be considered.

The Postal Service plans to award a firm fixed price type and/or labor hour delivery orders for line items 0037-0046 stated in Section A, Items and Prices for Phase II. The type of delivery order, fixed price or labor hour, will be determined on a per order basis.

J.3 AMENDMENTS TO PROPOSALS (Provision OA-3) (June 1988)

Any changes to a proposal made by the offeror after its initial submittal must be accomplished by replacement pages. Changes from the original page must be indicated on the outside margin by vertical lines adjacent to the change. The offeror must include the date of the amendment on the lower right corner of the changed pages.

J.4 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

The following are instructions that offeror shall follow in preparing its technical and price proposal. The technical and price proposal shall be in separate folders and tabbed as stated.

a. Preparation of Technical Proposal

1. Performance of Statement of Work

Technical Approach

The offeror shall state what type of technologies and why they are utilizing those technologies to fulfill the requirements stated below. This is applicable to all items stated below.

In writing its technical proposal the offeror shall write each of the categories and subcategories (A through Q) stated below as a headers. They shall be bolded and italicized. The response to each header shall be written in regular type. The offeror then shall state how he will perform and/or fulfill each of the below requirements. The offeror does not have to start a new page for each of the above headers. However, he must bold and italicize the header, and each shall be tabbed as A in its technical proposal. The response to each header shall be done in regular type. In the electronic version of its technical proposal the offeror shall give this section the file name: TECHTAB A.

In addition, the offeror may propose alternative technical approaches for each of the categories stated below. If the offeror proposes alternatives, he shall state the alternative right under his original technical approach. The alternatives shall be bolded, underlined, and italicized in order that the evaluator can easily spot the alternative approach in order to fulfill that requirement.

The offeror shall describe in detail how he will perform and/or fulfill the following requirements set forth in the Statement of Work (See Attachment A):

a. The Government Connection Kiosk Station

The offeror shall describe the following as it relates to Kiosk Station:

1. Kiosk Enclosure Design
2. Display and Touch Screen Subsystem
3. Kiosk Microprocessor Subsystem

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4. Mass Storage Subsystem
5. Kiosk Power Management
6. Kiosk Station Application Support Requirements
7. Kiosk Ergonomics
8. Safety and Security
9. Database Requirements :
10. Hardware and Software Resources

b. Presentation and Application Software Requirements

The offeror shall describe the following as it relates to Presentation and Applications Software Requirements:

1. Presentation Development Tools
2. Presentation Software Requirements
3. Kiosk Applications and Presentations
4. Kiosk Presentation Development and Support Services

c. Network Support Requirements

The offeror shall describe the following as it relates to Network Support Requirements:

1. Transaction and Service Manager
2. Processor
3. Power Management
4. Network Communications
5. Software Downloads
6. Store and Forward
7. System Access Via the Internet

d. Demonstration Unit(s)

The offeror shall describe the Demonstrate Units.

e. Pilot Testing and Market Testing

The offeror shall describe the following as it relates to Pilot Testing and Market and Testing:

1. Pilot Test
2. Market Test

f. Application Maintenance Workstation

The offeror shall describe the following as it relates to Application Maintenance Workstation:

1. Application Maintenance Workstation Software
2. Application Maintenance Workstation Hardware

g. Benchmarking Report

The offeror shall describe the Benchmarking Report.

h. Technical Data Package

The offeror shall describe its technical approach to the development of the Technical Data Package

i. Maintenance

The offeror shall describe its technical approach to maintenance and how maintenance will be performed..

j. Installation Requirements

The offeror shall describe the following as it relates to installation requirements:

1. Installation Plan
2. Kiosk Station Installation
3. Transaction and Service Manager Installation

k. Deliverables

The offeror shall describe its technical approach as it relates to the following deliverables:

1. Kiosk Station
2. Pilot Test Kiosk System Applications
3. Market Test Kiosk Stations Applications
4. System Operation
5. Demonstration Kiosk Stations
6. System Database Architecture
7. Application Maintenance Workstation
8. Transaction and Service Manager.

l. Personnel

The offeror shall describe the personnel who will be performing this effort. The offeror shall provide resumes of its key personnel and the job they will perform for this effort. This to include both upper management and the individuals who will perform this effort.

m. Design Reviews

The offeror shall describe the design reviews as it relates to:

1. Hardware Design Review
2. Presentation Design Review
3. Database Design Review

n. Documentation

The offeror shall describe the following as it relates to:

1. Documentation
2. Intellectual Property and Data Rights

o. Presentation and Agency Liaison

The offeror shall describe how it will conduct the presentation and agency liaison part of this effort.

p. Future Capabilities

The offeror shall describe its technical approach in incorporating new technologies into its Kiosk system design. Possible future requirements include: Dial-in Access, Voice Recognition, Video Capture, Fax, Optical Character Recognition, Customer Input, and Telephone Video Support, etc.

q. USPS Communication:

The offeror shall explain the communication part of the Statement of Work will be conducted.

2. Management and Organization

The offeror shall demonstrate and describe how this project will be:

- a. Organized and managed. This should include what authority the program/project manager will have, how problems will be solved, how maintenance will be carried out, how applications development will be managed, how new applications will be integrated, how the offeror will ensure that the technical data package will remain up-to-date, and how networking will be managed. In addition the offeror shall describe how it will manage, produce, integrate, deploy, and maintain up to 12,000 kiosk systems.
- b. The offeror shall provide a program plan showing the planned Work Breakdown Structure, responsibility matrix, and resource (labor and other) commitments over the duration of the project (Phase I and Phase II). The program plan shall show major milestones and start and end dates for individual tasks. If a number of facilities are involved, the proposed plan shall show what tasks will be performed in which facility.
- c. The offeror shall state the experience of the key personnel involved in this effort. The offeror shall provide resumes of the key personal and address how they will be used in this effort. The assignment for each key person proposed shall be clearly stated and justified. It is highly desirable for the offeror to point out specific strengths and accomplishments of the proposed personnel to contribute to this project. The list of requirements in the body of this SOW for contributors with specific skills and experiences shall be addressed directly by the choice of personnel assignments. The proposal shall contain a table where the qualifications and assigned responsibilities of each of the proposed key contributors is shown in each of the identified areas of expertise. In addition, it is highly desirable that the offeror provide video or other samples of related work produced by the proposed key personnel.
- d. The offeror shall describe its approach to reporting requirements as it relates to monthly progress reports and miscellaneous reports.
- e. The offeror shall describe its approach to schedule and staffing as it relates to scheduling and staffing the organization.
- f. The offeror shall describe its approach in the area of agency liaison support.
- g. The offeror shall describe its Program Office structure, provide descriptions of the project organizations (subcontracting and other organization resources), and a responsibility matrix tied to the WBS structure.
- h. The offeror shall state its qualifications and the qualifications of its subcontractor(s) and/or team members for this effort.

In writing its technical proposal the offeror shall write the above as a header. This shall be bolded and italicized. The response to each header shall be written in regular type. This information shall be tabbed as B in its technical proposal. In the electronic version of its technical proposal the offeror shall give this section the file name: TECHTABB.

3. Documentation Requirements

The demonstrated experience and ability of the offeror in the area of documentation, software, and hardware quality assurance and configuration control for both Phase I and Phase II. Specifically, the offeror shall address the following items:

- a. The offeror's experience in producing, delivering, and maintaining quality hardware and software documentation during the performance of past contracts of similar in nature and scope using a documented quality assurance program.
- b. The offeror's experience in producing, delivering, and maintaining the quality of hardware, software, and multi-media applications during the performance of past contracts of similar nature and scope using a documented quality assurance program.
- c. The offeror's experience in producing, delivering, and maintaining the configuration of hardware, software, and multi-media applications during the performance of past contracts of similar size and scope using a documented quality assurance program.
- d. The offeror's experience in maintaining records and repair documentation during the performance of past contracts of similar size and scope using a documented quality assurance program.
- e. The contractor shall provide a quality assurance plan for this effort.

In writing its technical proposal the offeror shall write each of the categories stated above as a header. This shall be bolded and italicized. The response to each header shall be written in regular type. The offeror then shall state his experience and abilities in performing the above. The offeror does not have to start a new page for each of the above header. This information shall be tabbed as C in its technical proposal. In the electronic version of its technical proposal the offeror shall give this section the file name: TECHTABC.

4. Facilities

- a) The offeror shall describe in detail the facility or facilities which will be used to meet the requirements of the statement of work.
- b) The offeror shall demonstrate that he possess the facilities, personnel, and financial resources to permit transition from development (Phase I) to production (Phase II). The offeror shall describe in detail all of the facilities which will be used to produce the prototype models and production models, if Phase II is exercised, of the kiosk stations.

In writing its technical proposal the offeror shall write the above as a header. This shall be bolded and italicized. The response to each header shall be written in regular type. This information shall be tabbed as D in its technical proposal. In the electronic version of its technical proposal the offeror shall give this section the file name: TECHTABD.

5. Subcontract Administration

The offeror shall describe where appropriate how it will subcontract both Phase I and Phase II requirements. The offeror shall state what subcontractors will be utilized for the design, development, and production of the kiosk. The contractor shall describe the following:

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- a. How it chooses its subcontractors and how it ensures the quality of the subcontractors parts and/or services.
- b. The number and type of subcontracts which will be required for this effort. The offeror shall differentiate between subcontracting for the delivery of essentially non-critical work and critical work.
- c. Discuss how disputes, overruns, extensions, and cancellation will be handled.
- d. Describe how it will award subcontracting opportunities to minority and/or women owned businesses.
- e. Demonstrate its experience and ability to award and manage subcontracts in general.

In writing its technical proposal the offeror shall write the above as a headers. This shall be bolded and italicized. The response to each header shall be done in regular type. This information shall be tabbed as E in its technical proposal. In the electronic version of its technical proposal the offeror shall give this section the file name: TECHTABE.

b. Preparation of Price Proposal

1. All costs must be defined in the contract pricing proposal in accordance with the instructions stated below. In addition, the contract pricing proposal shall be in accordance with the USPS Procurement Manual. Subcontract costs must be defined and accompanied by their respective contract pricing cover sheets and supporting data.
2. The offeror must indicate its fiscal accounting period and the name, address, and telephone number of its cognizant Government audit agency, if applicable. If the offeror has no cognizant Government audit agency, the details supporting the fringe benefit, labor overhead, and general and administration rates must be provided as part of the cost proposal. All rates must be those anticipated to be in effect during the period of performance of the contract.
3. The offeror shall provide the following information in its price proposal:

- a. The offeror shall state its prices for Line Items 0001-0020 and incorporate them into Section A, Items and Prices.

The offeror shall place this information in Tab A of its price proposal. All travel associated with Phase I shall be priced in the Line Items. In the electronic version of its price proposal the offeror shall give this section the file name: PRCETABA.

- b. The offeror shall provide the pricing for each of the Work Breakdown Structures stated in the statement of work. The offeror shall provide the pricing down to the second level. Example is the offeror will provide a total price to perform B.1, Kiosk Enclosure Design Requirement, and the pricing for next element down B.1.1.1, B.1.2.1 B.1.3.1 etc. In addition, the offeror shall provide a basis of estimate for each of the elements. The offeror shall place this information in Tab B of its price proposal. In the electronic version of its price proposal the offeror shall give this section the file name: PRCETABB.

In addition, if the offeror proposes an alternate solutions in solving the technical requirements, he shall include two columns in his Work Breakdown Structure pricing. The first column shall be the price to fulfill the original requirement and the second column shall include the price of the alternative technical approach. The columns shall be clearly identified.

- c. The offeror shall incorporate the price for installing each unit into its Phase I line items 0002, 0003, and 0010. This shall include all expenses associated with the installation of these units except site preparation cost and transportation cost.

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The offeror shall place this information in Tab C of its price proposal. In the electronic version of its price proposal the offeror shall give this section the file name: PRCETABC.

d. The offeror shall provide the labor categories, rates, hours, and basis of estimate needed to perform the following line items:

<u>Line Item</u>	<u>Description</u>
0004	Application Maintenance Workstation Software
0005	Transaction & Service Manager Software
0009	Pilot Test Application Software
0011	Market Test Application Software

The offeror shall place this information in Tab D of its price proposal. In the electronic version of its price proposal the offeror shall give this section the file name: PRCETABD.

e. The offeror shall provide a complete component breakout and price of the necessary parts and hardware to perform the following line items:

<u>Line Item</u>	<u>Description</u>
0002	Demonstration Kiosk System
0004	Application Maintenance Workstation Hardware
0008	Pilot Test Units
0010	Market Test Units
0005	Transaction & Service Manager Hardware

Offeror shall provide the prices for all of the components stated above. The offeror shall place this information in Tab E of its price proposal. In the electronic version of its price proposal the offeror shall give this section the file name: PRCETABE.

f. The offeror shall provide the total price to perform Line Item 0007. In addition to the total price, the offeror shall provide the monthly maintenance price per kiosk unit and basis of how the price was determined.

The offeror shall place this information in Tab F of its price proposal. In the electronic version of its price proposal the offeror shall give this section the file name: PRCETABF.

g. The offeror shall provide the total price to perform Line Item 0006. In addition to the total price, the offeror shall provide the monthly network price per kiosk unit and basis how the price was determined.

The offeror shall place this information in Tab G of its price proposal. In the electronic version of its price proposal the offeror shall give this section the file name: PRCETABG.

h. The offeror shall provide the total price to perform Line Item 0012. This should include the labor categories, rates, hours, and cost necessary to perform Line Item 0012. The offeror shall also include a basis of estimate.

The offeror shall place this information in Tab H of its price proposal. In the electronic version of its price proposal the offeror shall give this section the file name: PRCETABH.

i. The offeror shall provide the total price to perform Line Items 0013-0020. The offeror shall include a basis of estimate for each Line Item.

The offeror shall place this information in Tab I of its price proposal. In the electronic version of its price proposal the offeror shall give this section the file name: PRCETABI.

j. The offeror shall provide labor categories and labor rates required to perform Line Items 0037-0041. The offeror shall provide the raw labor category rate and the loaded rate. In addition, it should explain any labor escalation and discuss its overhead rate structure. The offeror shall provide this information for each of the line items.

The offeror shall place this information in Tab J of its price proposal. In the electronic version of its price proposal the offeror shall give this section the file name: PRCETABJ

k. The offeror shall provide labor categories and labor rates required to perform Line Items 0042-0046. The offeror shall provide the raw labor category rate and the loaded rate. In addition, it should explain any labor escalation and discuss its overhead rate structure. The offeror shall provide this information for each of the line items.

The offeror shall place this information in Tab K of its price proposal. In the electronic version of its price proposal the offeror shall give this section the file name: PRCETABK.

l. The offeror shall provide a listing of all subcontracts and the price of each of them for Phase I. In addition, the offeror shall identify if the subcontractors are large, small, minority, and/or woman owned businesses.

The offeror shall place this information in Tab L of its price proposal. In the electronic version of its price proposal the offeror shall give this section the file name: PRCETABL.

m. The offeror shall provide one copy of the solicitation with two signed originals for the US Postal Service Offer and Award Standard (page 2 of the solicitation). The offeror shall place this information in Tab M of the price proposal.

n. The offeror, if he is a large business, shall provide a copy of its subcontracting plan. The offeror shall place this in Tab N of its proposal.

J.5 SUBMISSION OF PROPOSALS (Provision OA-15)(June 1988)

All proposals shall be packaged separately and submitted in the formats and quantities specified below:

(a) **Offer and Award Form** - The offeror shall provide two copies of the solicitation with two signed originals of the US Postal Service Offer and Award Standard (page 2 of the solicitation). The offeror shall place this information in Tab O of the price proposal.

(b) **Technical Proposal** - 7 copies. It shall not exceed 150 pages. This includes proposal and all technical documentation which the contractor wants to include. The pages shall be 8 1/2"x 11", with a font no smaller than 10 pitch, 1 inch margins all around. Printing on 2 sides of the paper will count as two pages. In addition, the offeror shall provide 2 electronic copies of its technical proposal. The electronic format shall be Microsoft Word for Windows Version 2.0 or WordPerfect for Windows 5.2 or DOS 5.1. The diskettes shall be 3.5" and labeled as Technical Proposal. These diskettes shall be read only and one should be able to copy it onto a hard drive. No cost information shall be contained in the technical proposal.

(c) **Price Proposal** - 4 copies. It shall not exceed 75 pages. The pages shall be 8 1/2"x 11", with a font smaller than 10 pitch, 1 inch margins all around. Printing on 2 sides of the paper will

count as two pages. In addition, the offeror shall provide 2 electronic copies of its price/cost proposal. The electronic format shall be Microsoft Excel for Windows Version 4.0 or Lotus 1-2-3 for Windows Version 4.1. The diskettes shall be 3.5" and shall be labeled as Price Proposal. These diskettes shall be read only and one should be able to copy it onto a hard drive.

J.6 PRIME CONTRACTOR RESPONSIBILITIES (Provision OA-29) (June 1988)

Offerors are strongly encouraged to include in their proposals equipment marketed by other suppliers when its use may provide the Postal Service with a lower overall system cost. The offeror if selected will be the prime contractor for procurement and maintenance of the systems offered. The offeror alone will be held responsible by the Postal Service for performance of all contractor's obligations under any contract resulting from its proposal.

J.7 DUE DATE FOR QUESTIONS

All questions, concerning this solicitation, are due at 4 PM Eastern Standard Time on December 5, 1994. Offeror's asking questions after the due date run the risk that the USPS will not provide answer(s) in a timely manner. The USPS will respond to all questions in writing. The offeror shall provide a hard copy of the questions and an electronic format version of the questions. The electronic version shall be submitted on 3 1/2" diskettes and be in a Word For Windows 2.0 or WordPerfect for DOS 5.1 or WordPerfect for Windows Version 5.2 format. Questions shall be sent to:

United States Postal Service
Purchasing Department
Attn: Andrew Jernell
Room 4541
475 L'Enfant Plaza SW
Washington DC 20260-6238

J.8 PRE-PROPOSAL CONFERENCE

- a. The Postal Service is planning a pre-proposal conference during which potential contractors may obtain a better understanding of the work required, type of contract, evaluation process, type of controls, the mission of the project, etc.
- b. Prospective offerors are requested to submit all questions, which they would like to be addressed at the Pre-proposal conference, in writing at least five days before the conference. Subsequent to the conference, the Postal Service will distribute a written record of the conference to all prospective offerors that received the solicitation. If any clarifications arising from the conference constitute changes, an amendment to the solicitation will be issued.
- c. In order to facilitate conference preparations, it is requested that the person named on the cover form of this solicitation be contacted and advised of the number of persons who will attend.
- d. Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless changed by amendment.
- e. Only two (2) individuals from each potential offeror will be allowed to attend the pre-proposal conference. This is due to space constraints of the facility.

The conference will be held:

Date: November 29, 1994

Time: 9:00 A.M.

Location:

USPS William F. Bolger Management Academy
9600 Newbridge Drive
Potomac Maryland

J.9 INTERNET AND/OR ONLINE SERVICES E-MAIL ADDRESS

Those offerors wishing to receive correspondences e-mailed via the Internet and/or commercial on-line services (Prodigy, CompuServe, and/or Online America) shall provide their complete Internet and/or Online Service E-Mail address with it's proposal. The address should be on the cover of its price proposal. Offerors will be provided the USPS e-mail address when it becomes available. Correspondence which would be delivered through the Internet and/or on-line service address may include: answers to questions, amendments, correspondences, etc.

SECTION K - SOLICITATION NOTICES AND PROVISIONS**K.1 PREPARATION OF PROPOSALS (Provision A-1) (October 1987)**

- a. Offerors are expected to examine the drawings, specifications, and all provisions and instructions. Failure to do so will be at the offeror's risk.
- b. Each offeror must furnish the information required by the solicitation. The offeror must sign the proposal and print or type its name on the proposal and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the proposal.
- c. For each item included in the proposal, the offeror must--
 1. Show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation; and
 2. Enter the extended price/cost for the total quantity of the item.
- d. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- e. Proposals for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- f. Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- g. Time, if stated as a number of days, will include Saturdays, Sundays, and Federal holidays.
- h. If the proposal exceeds \$100,000, the offeror must either include a copy of its current financial statements (most recent balance sheet and profit and loss statement, updated) or, alternatively, be prepared to submit such data immediately upon request. Submitted data must be certified by a company officer as to accuracy and veracity.

K.2 SUBMISSION OF PROPOSALS (Provision A-2) (October 1987)

- a. Proposals and proposal modifications must be submitted in sealed envelopes or packages--
 1. Addressed to the office specified in the solicitation; and
 2. Showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- b. Telegraphic proposals will not be considered unless authorized by the solicitation. However, proposals may be modified by telegraphic notice (including Mailgram) if that notice is received by the time specified for receipt of proposals.

K.3 MODIFICATION OR WITHDRAWAL OF PROPOSALS (Provision A-3) (October 1987)

a. Proposals may be modified by written notice or telegram (including Mailgram) received before the time specified for receipt of proposals.

b. Proposals may be withdrawn by written notice or telegram (including Mailgram) received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

K.4 LATE SUBMISSIONS AND MODIFICATIONS OF PROPOSALS (Provision A-4) (October 1987)

Any proposal or modification of a proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and--

a. It is the only proposal received; or

b. Consideration of the proposal is determined by the contracting officer to be in the Postal Service's interest.

K.5 ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS (Provision A-5) (October 1987)

a. Offerors must acknowledge receipt of any amendment to this solicitation--

1. By signing and returning the amendment;

2. By identifying the amendment number and date in the space provided for this purpose on the solicitation form; or

3. By letter or telegram.

b. Acknowledgments of amendments are subject to the Late Submissions and Modifications of Proposals provision of the solicitation. Proposals lacking acknowledgment of an amendment affecting price, quantity, quality, or delivery may be disregarded.

K.6 EXPLANATION TO PROSPECTIVE OFFERORS (Provision A-6) (October 1987)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, or specifications must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their proposals. Oral explanations or instructions will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

K.7 RESTRICTION ON DISCLOSURE AND USE OF DATA (Provision A-7) (June 1988)

Offerors that include in their proposals data they do not want used or disclosed by the Postal Service for any purpose other than proposal evaluation may take the following steps:

a. Mark the title page with the following legend:

"This proposal includes data that may not be duplicated, used, or disclosed outside the Postal Service and may not be duplicated--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of such data, the Postal Service will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Postal Service's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [Offeror insert numbers or other identification of sheets]."

b. Mark each sheet of data they wish to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

K.8 AWARD WITHOUT DISCUSSIONS (Provision A-9) (October 1987)

The Postal Service may award a contract on the basis of initial proposals received, without discussions. Therefore, each initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.

K.9 DISCOUNTS (Provision A-10) (October 1987)

a. Even though a space is provided for entering a prompt payment discount, such discounts will not be considered in evaluating proposals for award. However, any prompt payment discount offered by a successful offeror will form a part of the contract, and will be taken by the Postal Service if payment is made within the discount period.

b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery and acceptance are at point of origin; or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points; or from the date when a correct invoice or voucher is received in the office specified by the Postal Service, if the latter date is later than date of delivery. Payment is deemed to be made, for the purpose of earning the discount, when the Postal Service mails the check.

K.10 FAILURE TO SUBMIT PROPOSAL (Provision A-14) (October 1987)

Recipients of this solicitation not responding with a proposal need not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list. Failure to submit a proposal in response to five consecutive solicitations for the same or similar requirements may result in removal from the mailing list, notwithstanding any written request for receipt of future solicitations. A new solicitation mailing list application must be filed to obtain reinstatement.

K.11 WARRANTY INFORMATION (Provision 2-1) (October 1987)

Offerors must submit information on any standard commercial warranties provided for offered products. The Postal Service will consider these warranties in determining the most advantageous proposal, to the extent provided in the evaluation factors.

K.12 FUNCTIONAL DEMONSTRATION (Provision 8-2) (October 1987)

- a. The Postal Service may request functional demonstrations of some or all products proposed by an offeror during the technical evaluation process when Postal Service questions about specific products or families of products could be resolved more effectively through direct contact with the offeror and the proposed product.
- b. The Postal Service will provide the offeror with a list of products, software, or both, that will be required for the demonstration. The purpose of this request is to obtain operational information, and the requirements may be satisfied by visiting an operational site and/or development center. Such functional demonstrations may be held at a site selected by the offeror, subject to approval of the contracting officer. The Postal Service will request that the demonstration be held not less than five, but no more than ten working days following the date of the request.
- c. The offeror will not earn technical points as a result of the functional demonstration.

K.13 NOTICE OF SMALL, MINORITY-OWNED, AND WOMAN-OWNED BUSINESS SUBCONTRACTING REQUIREMENTS (Provision 10-1) (February 1992)

All offerors, except small businesses, must submit with their proposals the subcontracting plan required by the clause entitled Small, Minority-Owned, and Woman-Owned Business Subcontracting Requirements.

K.14 EQUAL OPPORTUNITY AFFIRMATIVE ACTION PROGRAM (Provision 10-4) (April 1989)

The offeror, by checking the applicable block or blocks, represents that it (1) [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) and [] has, [] has not filed the required reports with the Joint Reporting Committee, or (2) [] has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

K.15 PRE-AWARD EQUAL OPPORTUNITY COMPLIANCE REVIEW (Provision 10-5) (April 1989)

If the contract award will be \$1,000,000 or more, the prospective contractor and its known first-tier subcontractors with subcontracts of \$1,000,000 or more will be subject to a pre-award compliance review. In order to qualify for award, the prospective contractor and first-tier subcontractors must be found in compliance pursuant to 41 CFR 60-1.20.

K.16 POST-AWARD ORIENTATION CONFERENCE (Provision OA-5)(June 1988)

The Postal Service may require the successful offeror to attend a post-award conference. If required, it will be scheduled and held prior to the start of contract performance. The conference, if one is held, will be held within 15 days after contract award. The conference shall be held at USPS Headquarters, 475 L'Enfant Plaza SW, Washington DC 20260-6238. Room number will be told at the time of contract award.

K.17 NOTICE OF PRE-AWARD SURVEY (Provision OA-34) (June 1988)

a. Offerors are advised that the Postal Service may contact prospective contractors to determine their capabilities to perform the work specified in this solicitation. In addition to financial statement and credit rating checks, the Postal Service may visit a prospective contractor's facilities to perform reviews or may ask for additional written information. Areas of interest in this regard may include--

1. Performance plans;
2. Quality control plans;
3. Personnel recruitment and training plans;
4. Workload factors for manpower utilization;
5. Management plan for handling peak workloads;
6. Production capability, including--
 - (a) Plant facilities and equipment;
 - (b) Purchasing and subcontracting;
 - (c) Labor resources;
 - (d) Performance record; and
 - (e) Ability to meet delivery schedules;
7. Environmental/energy considerations;
8. Plant safety;
9. Technical and professional abilities;
10. Accounting systems; and
11. Postal Service property controls.

b. Offerors are also advised that accomplishment of this survey is a part of the evaluation process and is not an indication that an offeror will receive an award.

SECTION L - REPRESENTATIONS AND CERTIFICATIONS**L.1 TYPE OF BUSINESS ORGANIZATION (Provision A-20) (December 1989)**

The offeror, by checking the applicable blocks, represents that it:

- a. Operates as ☐ a corporation incorporated under the laws of the State of , ☐ an individual, ☐ a partnership, ☐ a joint venture, ☐ a nonprofit organization, ☐ or an educational institution; and
- b. Is a ☐ small business concern, ☐ minority-owned business, ☐ woman-owned business, ☐ labor surplus area concern, ☐ educational or other non-profit organization, or ☐ none of the above entities.
- c. **SMALL BUSINESS CONCERN.** A small business concern for the purposes of Postal Service procurement means a business, including an affiliate, that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.
- d. **MINORITY-OWNED BUSINESS.** A minority-owned business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian-Pacific Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Cambodian, Taiwanese or in the U.S. Trust Territories of the Pacific Islands. Asian-Indian Americans are U.S. citizens whose origins are in the Indian subcontinent.)
- e. **WOMAN-OWNED BUSINESS.** A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.
- f. **LABOR SURPLUS AREA.** A geographical area which at the time of award is either a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, as defined in this paragraph.
 1. Section of concentrated unemployment or underemployment means appropriate sections of States or labor areas so classified by the Secretary of Labor.
 2. Persistent labor surplus area means an area which is classified by the Department of Labor as an area of substantial and persistent labor surplus (also called Area of Substantial and Persistent Unemployment) and is listed as such by that Department in conjunction with its publication, Area Trends in Employment and Unemployment.
 3. Substantial labor surplus area means an area which is classified by the Department of Labor as an area of substantial labor surplus (also called Area of Substantial Unemployment) and which is listed as such by that Department in conjunction with its publication Area Trends in Employment and Unemployment.

g. **LABOR SURPLUS AREA CONCERN.** A firm which will perform or cause to be performed a substantial proportion of a contract in a labor surplus area.

h. **EDUCATIONAL OR OTHER NON-PROFIT ORGANIZATION.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

L.2 PARENT COMPANY AND TAXPAYER IDENTIFICATION NUMBER (Provision A-21) (October 1987)

a. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.

b. Enter the offeror's Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security Number or other Employee Identification Number used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941.

Offeror's TIN:

c. ☐ Check this block if the offeror is owned or controlled by a parent company.

d. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: Parent Company's Main Office Address: No. and Street: City: State: Zip Code: Parent Company's TIN:

e. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:

Name of Common Parent: Common Parent's TIN:

L.3 AUTHORIZED NEGOTIATORS (Provision A-22) (October 1987)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Postal Service in connection with this solicitation [Offeror list names, titles, and telephone numbers of the authorized negotiators].

Name	Title	Telephone No.

L.4 PLACE OF PERFORMANCE (Provision A-23) (October 1987)

If the offeror intends, in the performance of any contract resulting from this solicitation, to use one or more facilities located at addresses different from the offeror's address as indicated in this proposal, the offeror must include in its proposal a statement referencing this provision and identifying those facilities by street address, city, county, state, and ZIP Code, and the name and address of the operators of those facilities if other than the offeror.

L.5 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (Provision 1-1) (October 1987)

a. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation--

1. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;

2. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and

3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

b. Each person signing this proposal certifies that--

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or

2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

c. Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

L.6 CONTINGENT FEE REPRESENTATION (Provision 1-2) (October 1987)

a. The offeror must complete the following representations:

1. The offeror ☐ has ☐ has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract.

2. The offeror ☐ has ☐ has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract.

b. If either representation is in the affirmative, or upon request of the contracting officer, the offeror must furnish, in duplicate, a completed Form 7319, "Contractor's Statement of Contingent or Other Fees", and any other information requested by the contracting officer. If the offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, it may accompany its proposal with a signed statement--

1. Indicating when the completed form was previously furnished;
2. Identifying the number of the previous solicitation or contract, if any, in connection with which the form was submitted; and
3. Representing that the statement on the form is applicable to this proposal.

L.7 SYSTEM INTEGRITY (Provision 8-3) (January 1991)

To ensure the integrity of the Postal Service's computer operating systems, third-party software vendors must provide either a statement certifying that their product, when properly installed, will not compromise or otherwise degrade the integrity of the operating system; or provide the software source code.

L.8 REPRESENTATION OF RIGHTS IN DATA (Provision 9-2) (October 1987)

a. By completion of the representation below, the offeror must identify in its proposal the data (including subcontractor-furnished data) it intends to identify as "limited rights data" or "restricted computer software," or that it does not intend to provide as required. Any identification of limited rights data or restricted rights computer software is not determinative of the status of such data, should a contract be awarded to the offeror.

Representation Concerning Data Rights

Offeror has reviewed the requirements for the delivery of technical data or computer software and states [Offeror check appropriate block]--

☐ None of the data proposed for fulfilling the requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling the requirements qualify as limited rights data or restricted computer software and are identified as follows:

b. "Limited rights data" and "restricted computer software" are defined in the contract clauses entitled Rights in Technical Data and Rights in Computer Software.

L.9 REGULAR DEALER/MANUFACTURER REPRESENTATION (Provision 10-2) (October 1987)

By checking the applicable block, the offeror represents that it is a ☐ regular dealer in ☐ manufacturer of the supplies offered.

L.10 CERTIFICATION OF NON-SEGREGATED FACILITIES (Provision 10-3) (October 1987)

a. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

b. As used in this certification, "segregated facilities" means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

c. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$12,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):

NOTICE

A certification of non-segregated facilities must be submitted before the award of a subcontract exceeding \$12,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

L.11 EQUAL OPPORTUNITY AFFIRMATIVE ACTION PROGRAM (Provision 10-4) (April 1989)

The offeror, by checking the applicable block or blocks, represents that it (1) ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) and ☐ has, ☐ has not filed the required reports with the Joint Reporting Committee, or (2) ☐ has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

L.12 BUY AMERICAN CERTIFICATE--SUPPLIES (Provision 10-7) (October 1987)

The offeror certifies that each end product, except those listed below, is a domestic-source end product (as defined in the Preference for Domestic Supplies clause) and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States. Excluded end products [Offeror show country of origin for each excluded end product]:

L.13 CLEAN AIR AND WATER CERTIFICATION (Provision 10-9) (October 1987)

a. This certification applies only if (1) the offer exceeds \$100,000, (2) the offer is for an indefinite quantity and indicates that orders for estimating quantities will exceed \$100,000 in any year, (3) a facility to be used is listed on the EPA List of Violating Facilities because of a criminal conviction, or (4) the contract is not exempt.

b. The offeror (1) certifies, by checking the applicable box, that any facility to be utilized in the performance of the proposed contract ☐ is, ☐ is not, listed on the Environmental Protection Agency List of Violating Facilities as of the date of this proposal, and (2) agrees to notify the contracting officer promptly if any communication is received from the Environmental Protection Agency before contract award indicating that any such facility is under consideration for inclusion on the List.

SECTION M - EVALUATION AND AWARD FACTORS

M.1 CONTRACT AWARD (Provision A-8) (February 1992)

- a. The Postal Service will award a contract resulting from this solicitation to the responsible offeror whose proposal conforms to the solicitation and offers the best value to the Postal Service,
- b. The Postal Service may reject any or all proposals, and may waive informalities and minor irregularities in proposals received.
- c. The Postal Service reserves the right to make an award on any item for a quantity less than the quantity contained in a proposal, at the unit cost or prices proposed, unless the offeror specifies otherwise in its proposal.
- d. A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the proposal will result in a binding contract without further action by either party. Before the proposal's specified expiration time, the Postal Service may accept a proposal (or part of a proposal as provided in paragraph c above), whether or not there are discussions or negotiations after its receipt, unless a written notice of withdrawal is received before award. Discussions or negotiations conducted after receipt of a proposal do not constitute a rejection or counteroffer by the Postal Service.
- e. Neither financial data submitted with a proposal, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished are incomplete, inaccurate, or not current.

M.2 AWARDED MULTIPLE CONTRACTS

The Postal Service will make multiple awards only if the Postal Service considers it to be in its best interest to do so.

If the USPS awards multiple contracts the number of prototype kiosk systems procured for Phase I will not exceed 112 units. If multiple awards are made the number of kiosk systems will be divided equally among the awards (Example: if two contracts are awarded each contractor will receive 56 units).

If the USPS awards multiple awards for Phase I, the USPS will have the option of continuing all awards through Phase II or selecting only one to continue in Phase II. The USPS reserves the right not to exercise the options in Phase II, and compete the Phase II production models.

M.3 PROPOSAL EVALUATION CRITERIA

- a. As stated above, the Postal Service will award a contract resulting from this solicitation to the responsible offeror(s) whose proposal conforms to the solicitation and offers the best value to the Postal Service. Technical criteria and the risk associated with the offeror's proposal technical shall be considered more important than price in determining contract award. The evaluation criteria are listed below in descending order of importance;

- 1) Evaluation criteria one (1) and two (2) are substantially more important than evaluation criteria three (3), four (4), or five (5).

- 2) Evaluation criteria three (3), four (4), and five (5) are equal in importance.

All offerors will be evaluated according to the following technical criteria:

1. Performance of the Statement of Work : The offeror will be evaluated on the following.:

a. Technical Approach

2. Management and Organization: This includes:

- a) Experience in project of comparable size, scope, and technology.
- b) Qualifications of the personnel who will lead this effort for the offeror.
- c) The capability and experience of the offeror to manage the Kiosk Project. These includes:
 - 1) The design and development of the technical data package.
 - 2) The design, development, production, and deployment of 112 prototype kiosk information systems (Phase I).
 - 3) The design, development, production, deployment, and maintenance of up to 12,000 kiosk units (Phase II)

The subcategories of the evaluation criteria 2 are equal in importance.

3. Documentation Requirements: The ability of the offeror to provide and perform documentation. This includes:

- a) The ability of the offeror to ensure the completeness and accuracy of drawings, specifications, and other technical data for the Technical Data Package.
- b) The ability of the offeror to ensure the completeness of software documentation.
- c) The ability of the offeror to ensure the completeness of the hardware documentation and maintenance records.
- d) The ability of the offeror to ensure completeness of the quality assurance documentation.
- e) The ability of the offeror to ensure completeness of the configuration documentation.

The sub-categories of evaluation criterion 3 are equal in importance.

4. Facilities: The offeror's ability to provide the necessary resources needed to perform both Phase I and Phase II of the effort. This includes:

- a) Evidence of existing facilities and personnel to design, test, produce, and maintain 112 prototype kiosk systems or the ability to acquire the necessary resources.

- b) Evidence of facilities, and personnel; resources to permit transition from development to Phase II production.

The sub-categories of evaluation criterion 4 are equal in importance.

5. Subcontract Administration: The subcontracting capabilities of the offeror. This includes:

- a) The ability of the proposed subcontractor(s) to perform the work described to them in the technical proposal.
- b) The ability of the offeror to award and manage subcontracts for the design, development, production, and maintenance of the kiosk system.
- c) The ability to ensure the quality of the subcontractor's work.
- d) Demonstrate the offeror's commitment to award subcontracts to minority and for woman owned businesses.

The sub-category a of evaluation criterion 5 is significantly more important than b, c, d.

B, c, and d are equal in importance.

b. Price/Cost will be considered in the award decision, although the award may not necessarily be made to the offeror submitting the lowest price. Although price will not necessarily be a deciding factor in the decision to award, price will become relatively more important in discriminating among high quality technical proposals. If an award decision must be made among closely-ranked, technically-acceptable proposals, award will be made to the lowest price offeror(s) unless another proposal would yield a significant technical benefit to the Postal Service.

c. Subcontracting plans, if required, will be reviewed for acceptability in the types and amounts of subcontracts to small, minority-owned, and woman-owned business concerns, if this solicitation results in a contract for more than \$1 million (\$500,000 for construction), the otherwise successful offeror must have an acceptable Small, Minority-owned, and Woman-owned Business Subcontracting Plan to receive award of the contract. (See Clause 10-2, Small, Minority-owned and Woman-owned Business Subcontracting Requirements.)

SECTION N - INTELLECTUAL PROPERTY**N.1 POSTAL SERVICE TITLE IN TECHNICAL DATA AND COMPUTER SOFTWARE****a. Definitions.**

1. **Data.** Data means technical data including drawings, technical reports, studies, and similar documents; computer software and computer software documentation, including but not limited to: a) source code, object code, algorithms, formulas, and, other data that describe design, function, operation, or capabilities, and other recorded information, regardless of the form or the medium on which it may be recorded; b) all musical and visual works and including music, continuous video, graphic images, photographs, sketches, story boards, and similar creations regardless of the form and medium on which they may be recorded, c) graphic and industrial designs including renderings, visual concepts, look and feel of objects, and equipment, d) computer software works including solutions to special problems such as "intelligent search" routines, database designs for kiosk applications and similar software creations. It does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
2. **Form, fit, and function data.** Data relating to an item or process that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements; except that for computer software, it means data identifying origin, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and machine-level flow charts of the computer software.
3. **Limited rights data.** Data other than computer software developed at private expense, including minor modifications of these data.
4. **Technical data.** Data other than computer software, of a scientific or technical nature.
5. **Restricted computer software.** Computer software developed at private expense that is a trade secret, is commercial or financial and confidential or privileged, or is published copyrighted computer software, including minor modifications of this computer software.
6. **Restricted rights.** The rights of the Postal Service in restricted computer software, as set forth in a Restricted Rights Notice as provided in paragraph h below, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract.
7. **Unlimited rights.** The rights of the Postal Service in technical data and computer software to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, in any manner and for any purpose, and to have or permit others to do so.

b. Rights.

1. The Postal Service has title to all data first produced in the performance of this contract. Accordingly, the contractor assigns all rights, title, and interest to the Postal Service in all data first produced in performance of this contract. The contractor, unless directed otherwise by the contracting officer, must place on all such data delivered under this contract the following notices:

This data is the confidential property of the U.S. Postal Service and may not be used, released, reproduced, distributed or published without the express written permission of the U.S. Postal Service."

"COPYRIGHT (YEAR OF DELIVERY) UNITED STATES POSTAL SERVICE"

2. The contractor grants to the Postal Service a royalty-free, nonexclusive, irrevocable license throughout the world to publish, translate, deliver, perform, use, and dispose of in any manner any portion of data that is not first produced in the performance of this contract but in which copyright is owned by the contractor and that is incorporated in the data furnished under this contract, and to authorize others to do so for Postal Service purposes.

3. Unless the contracting officer's written approval is obtained, the contractor may not include in any data prepared for or delivered to the Postal Service under this contract any data which is not owned by the contractor or the Postal Service without acquiring for the Postal Service any right necessary to perfect a license of the scope set forth in subparagraph b.2.

c. Indemnity. The contractor indemnifies the Postal Service (and its officers, agents, and employees acting for the Postal Service) against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, or use of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in these works. This provision does not apply to material furnished by the Postal Service and incorporated in the works to which this clause applies.

d. Additional Rights in Technical Data.

1. Except as provided in paragraph b, the Postal Service has unlimited rights in:

(a) Form fit, and function data, including such data developed at private expense, delivered under this contract, and

(b) Technical data delivered under this contract that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract.

2. Copyright.

(a) THE CONTRACTOR SHALL PLACE ON ALL DATA FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT WHICH IS DELIVERED UNDER THIS CONTRACT THE NOTICES SET FORTH IN SUBPARAGRAPH b.2. The contracting officer may direct the contractor to establish, or authorize the establishment of, claim to copyright in OTHER technical data and to assign, or obtain the written assignment of, the copyright to the Postal Service or its designated assignee.

(b) The contractor may not, without prior written permission of the contracting officer, incorporate in technical data delivered under this contract any data not first produced in the performance of this contract containing the copyright notice of 176 U.S.C. 401 or 402, unless the contractor identifies the data and grants to the Postal Service, or acquires on its behalf at no cost to the Postal Service, a paid-up, nonexclusive, irrevocable worldwide license in such copyright data to reproduce, prepare derivative works, distribute copies to the public, and perform and display the data publicly.

(c) The Postal Service agrees not to remove any copyright notices placed on data pursuant to this section d, and to include such notices on all reproductions of the data.

e. Release, Publication, and Use of Technical Data and Computer Software.

1. Unless prior written permission is obtained from the contracting officer or to the extent expressly set forth in this contract, the contractor will not use, release to others, reproduce, distribute, or publish any technical data or computer software first produced by the contractor in the performance of the contract. OR AUTHORIZE OTHERS TO DO SO.

2. The contractor agrees that if it receives or is given access to data or software necessary for the performance of this contract that contain restrictive markings, the contractor will treat the data or software in accordance with the markings unless otherwise specifically authorized in writing by the contracting officer.

f. Unauthorized Marking of Data or Computer Software.

1. If any technical data or computer software delivered under this contract are marked with the notice specified in paragraph h and the use of such a notice is not authorized by this clause, or if the data or computer software bear any other unauthorized restrictive markings, the contracting officer may at any time either return the data or software or cancel the markings. The contracting officer must afford the contractor at least 30 days to provide a written justification to substantiate the propriety of the markings. Failure of the contractor to timely respond, or to provide written justification, may result in the cancellation of the markings. The contracting officer must consider any written justification by the contractor and notify the contractor if the markings are determined to be authorized.

2. The foregoing procedures may be modified in accordance with Postal Service regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request there under. In addition, the contractor is not precluded from bringing a claim in connection with any dispute that may arise as the result of the Postal Service's action to remove any markings on data or computer software, unless this action occurs as the result of a final disposition of the matter by a court of competent jurisdiction.

g. Omitted or Incorrect Markings.

1. Technical data or computer software delivered to the Postal Service without the limited rights notice or restricted notice authorized by paragraph h, or the data rights notice required by paragraph b, will be deemed to have been furnished with unlimited rights, and the Postal Service assumes no liability for the disclosure, use, or reproduction of such data or computer software. However, to the extent the data or software have not been disclosed outside the Postal Service, the contractor may request, within six months (or a longer time approved by the contracting officer) after delivery of the data or software, permission to have notices placed on qualifying technical data or computer software at the contractor's expense, and the contracting officer may agree to do so if the contractor:

- (a) Identifies the technical data or computer software to which the omitted notice is to be applied;
- (b) Demonstrates that the omission of the notice was inadvertent;
- (c) Establishes that the use of the proposed notice is authorized; and
- (d) Acknowledges that the Postal Service has no liability with respect to the disclosure, use, or reproduction of any such data or software made before the addition of the notice or resulting from the omission of the notice.

2. The contracting officer may also (a) permit correction of incorrect notices, at the contractor's expense, if the contractor identifies the technical data or computer software on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (b) correct any incorrect notices.

h. Protection of Rights.

1. Protection of Limited Rights Data. EXCEPT AS PROVIDED IN PARAGRAPH b, when technical data other than data listed in section d, above, are specified to be delivered under this contract and qualify as limited rights data, if the contractor desires to continue protection of such data, the contractor must affix the following "Limited Rights Notice" to the data, and the Postal Service will thereafter treat the data, subject to paragraphs f and g above, in accordance with the Notice:

"LIMITED RIGHTS NOTICE

These technical data are submitted with limited rights under Postal Service Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Postal Service with the express limitation that they will not, without written permission of the contractor, be used for purposes of manufacture or disclosed outside the Postal Service; except that the Postal Service may disclose these data outside the Postal Service for the following purposes, provided that the Postal Service makes such disclosure subject to prohibition against further use and disclosure:

1. Use (except for manufacture) by support service contractors.
2. Evaluation by Postal Service evaluators.
3. Use (except for manufacture) by other contractors participating in the Postal Service's program of which the specific contract is a part, for information and in connection with the work performed under each contract.
4. Emergency repair or overhaul work.

This Notice must be marked on any reproduction of these data, in whole or in part."

2. Protection of Restricted Computer Software.

(a) EXCEPT AS PROVIDED IN PARAGRAPH b, when computer software is specified to be delivered under this contract and qualifies as restricted computer software, if the contractor desires to continue protection of such computer software, the contractor must affix the following "Restricted Rights Notice" to the computer software, and the Postal Service will thereafter treat the computer software, subject to paragraphs f and g above, in accordance with the Notice:

"RESTRICTED RIGHTS NOTICE

a. This computer software is submitted with restricted rights under Postal Service Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Postal Service except as provided below or as otherwise stated in the contract.

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any Postal Service installation to which the computer or computers may be transferred;

2. Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;
 3. Reproduced for safekeeping (archives) or backup purposes;
 4. Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of any derivative software incorporating restricted computer software are made subject to the same restricted rights;
 5. Disclosed to and reproduced for use by support service contractors in accordance with 1 through 4 above, provided the Postal Service makes such disclosure or reproduction subject to these restricted rights; and
 6. Used or copied for use in or transferred to a replacement computer.
- c. Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Postal Service, without disclosure prohibitions, with the minimum rights set forth in the preceding paragraph.
 - d. Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
 - e. This Notice must be marked on any reproduction of this computer software, in whole or in part."

(b) When it is impracticable to include the above Notice on SUCH restricted computer software, the following short-form Notice may be used instead, on condition that the Postal Service's rights with respect to such computer software will be as specified in the above Notice unless otherwise expressly stated in the contract.

"RESTRICTED RIGHTS NOTICE

(SHORT FORM)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract _____, if appropriate) with _____ (name of contractor and subcontractor)."

i. Subcontracting. The contractor has the responsibility to obtain from its subcontractors all computer software and technical data and the rights therein necessary to fulfill the contractor's obligations under this contract. If a subcontractor refuses to accept terms affording the Postal Service such rights, the contractor must promptly bring such refusal to the attention of the contracting officer and may not proceed with subcontract award without further authorization.

j. Standard Commercial License or Lease Agreements. The contractor unconditionally accepts the terms and conditions of this clause unless expressly provided otherwise in this contract or in a collateral agreement incorporated in and made part of this contract. Thus the contractor agrees that, notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such agreement has been proposed before or after issuance of this contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, the Postal Service has the rights set forth in this clause to use, duplicate, or disclose any restricted computer software delivered under this contract.

k. Relationship to Patents. Nothing contained in this clause implies a license to the Postal Service under any patent or may be construed as affecting the scope of any license or other right otherwise granted to the Postal Service.

N.2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Clause 9-3) (October 1987)

- a. The contractor must report to the contracting officer, in writing, promptly and in reasonable detail, any notice, claim, or suit regarding patent or copyright infringement (or unauthorized use of a patent or copyright) based on performance of this contract.
- b. At the contracting officer's request, the contractor must furnish all evidence and information in its possession pertaining to the suit or claim. The evidence and information will be furnished at the expense of the Postal Service except when the contractor has agreed to indemnify the Postal Service.
- c. This clause must be included in all subcontracts under this contract, at any tier, over \$50,000.

N.3 PATENT INDEMNITY (Clause 9-4) (October 1987)

- a. Except as provided in paragraph d below, the contractor indemnifies the Postal Service, its employees, and its agents against liability, including costs and fees, for patent infringement (or unauthorized use) arising from the manufacture, use, or delivery of supplies, the performance of services, the construction or alteration of real property, or the disposal of property by or for the Postal Service, if the supplies, services, or property (with or without relatively minor modifications) have been or are being offered for sale or use in the commercial marketplace by the contractor.
- b. The Postal Service must promptly notify the contractor of any claim or suit subject to the indemnity of paragraph a above alleging patent infringement or unauthorized use of a patent.
- c. To the extent allowed by law, the contractor may participate in the defense of any suit to which this clause applies.
- d. This indemnification does not apply to -
 - 1. Infringements for the unauthorized use of a private patent covered by this indemnity resulting from the contracting officer's specific written directions, compliance with which requires an infringement; or
 - 2. Infringement or unauthorized use claims that are unreasonably settled without the contractor's consent before litigation.
- e. This clause must be included in all subcontracts under this contract, at any tier, over \$50,000.